

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

FANNIE MAE

Plaintiff,

v.

HATZ ONE LLC, et. al.,

Defendants.

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Case No. 1:24-cv-1606

Judge Bridget Meehan Brennan

**DECLARATION OF LIEB STEINER F/K/A LEO GOLD IN SUPPORT OF
OPPOSITION TO PLAINTIFF'S EMERGENCY *EX PARTE* MOTION FOR
IMMEDIATE APPOINTMENT OF RECEIVER**

I, Lieb Steiner f/k/a Leo Gold – my Hebrew name, duly affirm and declare the following:

1. I am an employee of Aven Realty 1, LLC, a property management company owned by Mendel Steiner.

2. I have reviewed the Affidavit of Inna Holodniuk (the “**Holodniuk Affidavit**”) attached as Exhibit A to the Plaintiff’s Emergency *Ex Parte* Motion for Immediate Appointment of Receiver (the “**Motion**”).¹ At Mr. Steiner’s request, I have inspected the Properties commencing on September 30, 2024 and initiated repairs with respect to items identified in the Holodniuk Affidavit at ¶¶ 7-11.

3. The street addresses for certain of the 15 Properties are incorrectly listed in the Motion. Attached as Exhibit 1 is a listing of all the current Properties by street address and complex name. The confusion may have arisen from the fact that Drexmore Mansion 1, 2 and 3 consists of one large building with three separate entrances as indicated on Exhibit 1.

¹ Capitalized terms not defined in this Declaration have the definitions assigned to them in the Motion.

4. Specifically, with respect to allegations at ¶ 7 of the Holodniuk Affidavit that no fire extinguishers have been serviced since 2021 or 2022, I recommended that the on-site manager for the Properties, Guardian Companies, solicit proposals from Koorsen Fire & Security to inspect all fire extinguishers and to replace extinguishers, as necessary, to ensure all were operational and compliant with safety requirements, with the work to be completed on or before October 9, 2023. The proposals for inspection services and product sales, as needed, have all been accepted by Guardian Companies. Copies are attached as Cumulative Exhibit 2. The fire extinguisher at 14101 S. Woodland Road, Shaker Heights, Ohio 44120 had been previously serviced and was fully operational and up to code at the time of Ms. Holodniuk's inspection.

5. In the Holodniuk Affidavit at ¶ 8, Ms. Holodniuk states that notices are posted at Drexmore Mansion 1, 2 and 3 that gas has been turned off at those Properties since March 2024. The actual notice states "10-Day Shut-Off Notice to Tenants - You may lose your gas service." *See* Holodniuk Affidavit photograph, at ECF No. 3-2, pg. 29 of 52. In fact, gas was never turned off and utility bills on this Property are now fully paid to date. *See* copies of Dominion Energy n/k/a Enbridge Gas Ohio September 2024 bills for the two meters at the building, showing continuous usage from October 2023 through September, 2024, and payment receipts dated October 9, 2024 and October 10, 2024, which are attached as Cumulative Exhibit 3.

6. Ms. Holodniuk states at ¶¶ 9 and 10 of her Affidavit that she observed many broken and/or open windows exposing the interior to the elements and trash accumulation throughout the Properties. She attached photographs to her Affidavit without specifying where the photographs were taken. Copies of the "before repair" photographs taken by Ms. Holodniuk compared to the "after repair" photographs taken at my instruction from October 3-7 are attached as Cumulative Exhibit 4. I

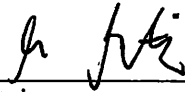
am not aware at this time of any broken windows or exterior or interior common area repairs outstanding and believe all accumulated trash has been picked up.

7. Ms. Holodniuk states at ¶ 11 of the Holodniuk Affidavit that she observed that three elevators at the Properties were non-functional, without identifying the location of the non-functional elevators.

8. At Mr. Steiner's request, I solicited and subsequently received work order proposals for the elevators located at 2621 N. Moreland, 2870 S. Moreland, and 2880 S. Moreland from TK Elevator Corporation ("TKE") for necessary repairs and replacements to ensure the elevators would meet all code requirements, including pit cleaning, restoration of fire service signage at each floor per code requirements, and requisite safety testing. These proposals were accepted by Cleveland Ohio Residences LLC, an entity wholly-owned by Mr. Steiner that he has historically used to do business with TKE with respect to properties he owns. Copies of the respective repair work orders are attached as Cumulative Exhibit 5. The work is currently being scheduled. I anticipate that all elevator repairs should be completed by no later October 30, 2024.

Pursuant to 28 U.S.C. §1746, I, Lieb Steiner, duly affirm, certify, and declare under penalty of perjury that the foregoing is true and correct, to the best of my knowledge, information, and belief.

Dated: October 14, 2024



Lieb Steiner

	Street Address	Parcel Number	Apartment Name
(i)	2621 N Moreland Boulevard, Cleveland, Ohio 44120	1	The Larchmere
(ii)	2622 N Moreland Boulevard, Cleveland, Ohio 44120	3	The Court of Wales
(iii)	2630 N Moreland Boulevard, Cleveland, Ohio 44120	2	Sheffield Court 1
(iv)	2635 N Moreland Boulevard, Cleveland, Ohio 44120	4	Shaker Manor/The Lucy
(v)	2636 N Moreland Boulevard, Cleveland, Ohio 44120	7	Sheffield Court 2
(vi)	2642 N Moreland Boulevard, Cleveland, Ohio 44120	6	The Stratford
(vii)	2653 N Moreland Boulevard, Cleveland, Ohio 44120	5	The Oliver
(viii)	14101 S. Woodland Road, Shaker Heights, Ohio 44120	14A &14B	The Woodlands
(ix)*	a. 13300 Drexmore Road, Cleveland, Ohio 44120 b. 2805 Ludlow Road, Cleveland, Ohio 44120 c. 2815 Ludlow Road, Cleveland, Ohio 44120	15	Drexmore Mansion 2 Drexmore Mansion 3 Drexmore Mansion 1
(x)	2822 S Moreland Boulevard, Cleveland, Ohio 44120	10	The Granby
(xi)*	a. 2820 Ludlow Road, Cleveland, Ohio 44120 b. 2825 S Moreland Boulevard, Cleveland, Ohio 44120 c. 2835 S Moreland Boulevard, Cleveland, Ohio 44120	11	Ludlow Castle 3 Ludlow Castle 2 Ludlow Castle 1
(xii)	2843 N Moreland Boulevard, Cleveland, Ohio 44120	12	Arborview Apartments
(xiii)*	a. 2851 S Hampton Road, Cleveland, Ohio 44120 b. 2859 S Hampton Road, Cleveland, Ohio 44120	13	Hampton Court 1 Hampton Court 2
(xiv)	2870 S Moreland Boulevard, Cleveland, Ohio 44120	9	The Galloway
(xv)	2880 S Moreland Boulevard, Cleveland, Ohio 44120	8	Weatherwood Estates

* Street addresses for Drexmore Mansions 1, 2 and 3.

Submitted To (Customer):

Cleveland Ohio Residence LLC Joe Bobeck
2621 N Moreland Blvd jr@guardian-companies.com
Cleveland, OH 44120 (440) 840-4919
Acct: 1000223436

Provided By:

Koorsen Fire & Security Dean Arezone
6930 W Snowville Rd dean.arezone@koorsen.com
Brecksville, OH 44141-3216 Cell: (216) 618-3072
888-Koorsen (566-7736)

Service Location (if different than above):

The Larchmere
2621 N Moreland Blvd
Cleveland, OH 44120-1483
Acct: 1000223444

Billing: Time of Service

Koorsen Fire & Security is committed to providing you the best service and solutions to safeguard your facility and occupants from fire hazards and security concerns. Koorsen has been an industry leader since 1946 and will continue its strong tradition as one of the top fire and life safety providers. We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

The following services are included in this agreement as indicated below and as described on the attached pages.

Service	Contract Length	# Inspections per Year	Per Inspection	Annual Fee
Fire Extinguishers	1 Year	1	\$55.00	\$55.00
Total (annual fee for all services indicated above):				\$55.00

Note: Sales tax, if applicable, is NOT included in the price above. A processing fee of 3% will be added to any credit card transaction.

Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above. Upon credit approval, all charges shall be paid NET 30 Days from the date of invoice. This agreement does not include municipal or billing portal fees. If applicable, these fees will be billed separately.

By signing below, Customer accepts all terms and conditions outlined on the following pages.

Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager

Date: _____

Customer's Acceptance

Signature: _____

Title: _____

Date: _____

Printed: Joe Bobeck

Inspection Services - Fire Extinguishers

Insp. per Year: 1

Level: Inspect / Test & Inspect

Price per Insp.: \$55.00

Month Insp. is Due: October

Covered Equipment Counts

6 ABC Extinguishers

Included Services:

- Visually inspect extinguisher
- Check the test and maintenance dates
- Weigh extinguisher (CO2 & halogenated agents)
- Visually inspect pressure gauge
- Install new tamper seal (some units may require additional steps)
- Inspect discharge hose and check for continuity (for CO2 units)
- Inspect valve assembly
- Clean & rehang extinguisher
- Attach a new certification tag
- Fill out fire and safety report

Inspections are to be completed during regular business hours.

X If checked, see "Addendum" for additional information or clarifications.

Customer's Initials: JK

Addendum

Fire Extinguishers

Any deficiencies found at time of inspection can be corrected and billed to make systems compliant with approval.

Customer's Initials: LA

Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions

Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement, following the initial term, shall automatically renew for (1) year unless Customer provides notice of termination at least sixty (60) days before the expiration of the initial term or any renewal. If Customer terminates the Agreement without the required notice, Customer agrees to pay fifty (50) percent of the most recent annual fee as liquidated damages. Koorsen may terminate this Agreement at any time upon thirty (30) days written notice.

Customer agrees that at the time of any renewal of this Agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the Agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. No returned merchandise accepted for credit unless authorized. All claims must be made within 5 days of invoice.

THE ATTACHED CONDITIONS ARE INCORPORATED IN THIS AGREEMENT. PLEASE READ CAREFULLY. KOORSEN IS NOT AN INSURER. OUR MAXIMUM LIABILITY IS LIMITED TO THE GREATER OF 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00. USER ACKNOWLEDGES RECEIPT OF COPY AND THAT HE HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT.

It is understood that Koorsen Fire & Security, Inc. (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product Service is designed to detect or avert, and to identify KFS as an additional insured on such insurance policy.

The amounts payable to KFS hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located in customer's premises. KFS makes no guaranty or warranty which extends beyond the description on the face hereof, including any implied warranty of merchantability or fitness, that the Product or Services supplied will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product or Service is designed to detect or avert. That if KFS should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge, or \$500, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligation imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, in the event any person not a party to this agreement shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents, or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

General

This agreement is the only agreement between Koorsen Fire & Security and the undersigned customer and supersedes all previous agreements with respect to its subject matter. This agreement may not be modified except in writing and signed by both parties.

Service Availability, Accessibility, and Covered Equipment

Routine inspections if required will be performed between 8:00 a.m. and 5:00 p.m. Monday through Friday. In the event the customer requests service at other times or Saturdays, Sundays or holidays, the customer agrees to pay additional charges, unless covered by agreement.

If access to locked or restricted areas is required to provide the services covered by this Agreement, Customer agrees to provide KFS a key or escort. Customer acknowledges that failure to provide these may cause KFS additional time and expense to perform the services. KFS reserves the right to add additional fees to the agreement in this case.

If this agreement includes Managed Access Control Services, the Customer must provide a connection to the Internet for the system.

If Koorsen is required to provide a lift to perform this agreement, there will be an additional charge, unless covered by this agreement.

This agreement is based upon the device counts listed. KFS reserves the right to add additional fees if the actual device counts are in excess of the contracted amount.

Exclusions

Koorsen Fire & Security will not be responsible for repair or damage caused by: (a) Unauthorized modifications or attachments, (b) Misuse or external causes such as accident or disaster, which shall include, but not be limited to fire, water, wind and lightning, neglect, interruptions in the building's main electrical service or alterations of equipment. You understand that a servicing agency may reserve the right to decline service if equipment is improperly installed by others, has been tampered with by unqualified personnel, is inadequate for purpose intended, or if contrary to fire prevention regulations.

Unless specifically stated as covered/included in this agreement, the labor and agent required to re-charge a system or device is not included.

For repair of any sprinkler system, it is customer's responsibility to show KFS all drain valves, including those hidden above the ceiling or in a wall. KFS will not be responsible for water damage caused from any undischarged drain valve, whether or not it was known to customer. Customer is responsible for draining all low points following a Koorsen's inspection for all dry sprinkler systems.

Agreement Termination Penalty

Customer acknowledges that the contract option provides a discounted rate and that early termination of the agreement will result in financial damage to KFS. In the event of early termination by Customer, Customer shall be liable to KFS for a termination penalty of one year's annual fee. Early termination shall mean any act of Customer which effectively ends the agreement. Customer shall be liable to KFS for any and all costs and expenses, including actual attorney fees, associated with the collection of the termination penalty if necessary.

Performance Guidance

If KFS does not perform services to the satisfaction of the Customer, the Customer may elect to terminate the agreement at any time. To terminate the agreement, the Customer must give KFS 30 days written notice and an opportunity to correct any deficiencies. If after 30 days, the Customer and KFS agree that the problems cannot be resolved, the agreement is terminated without penalty to either party.

Purchase Price and Payment

Customer agrees to pay KFS the purchase price for the Equipment and/or Services set forth on the proposal or as otherwise set forth on the KFS's invoice. Upon credit approval, all charges shall be paid "NET 30 DAYS" from the date of invoice. A convenience fee of 3%, of the invoice amount, will be charged for payments by credit card. Payments by check, cash, ACH, Wire Transfer or echeck are not subject to the convenience fee.

Customer's Acceptance

Signature: _____

Title: property managerDate: 10/2/24

Worksite (Acct: 1000233055):

The Court of Wales
2622 N Moreland Blvd
Cleveland, OH 44120-5402
Lawanda Anderson
lawanda@avenrm.com
(216) 386-5723

Provided By:

Koorsen Fire & Security
6930 W Snowville Rd
Brecksville, OH 44141-3216
Dean Arezone
dean.arezone@koorsen.com
(216) 307-1879

We are pleased to quote you the following, subject to the terms and conditions.

Scope of Work:

Prices provided herein are in effect for 30 days from the date of this proposal.

tech needs to mount

Quantity	Description	Unit Price	Line Total
7.00	Extinguisher 10# Abc Wb Tall A-V (96) 4A:80B:C	\$188.00	\$1,316.00
		Sub-Total	\$1,316.00
		Sales Tax	\$105.28
		Total	\$1,421.28

Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager

Date: _____

Customer's Acceptance

Signature: _____

Title: property manager

Date: 10/2/24

Printed: Lawanda Anderson

PO # (if required): _____

Terms & Conditions for Product Sale

It is understood that Koorsen Fire & Security (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer desires to protect itself from loss, damage or injury due directly or indirectly to occurrences or consequences therefrom, which the Product or Service is designed to detect or avert.

The amounts payable to KFS hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located on customer's premises. KFS makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the Product or Services supplied, will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom which the product or service is designed to detect or avert. That if KFS should be found liable for loss damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$250, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, if the customer desires KFS to assume a greater liability, KFS shall amend this agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the customer for the assumption by KFS of such greater liability provided. However, that such rider and additional obligation shall in no way be interpreted to hold KFS as an insurer. In the event any person not a party to this agreement, shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

A convenience fee of 3% of the invoice amount will be charged for payments made by credit card. Payments made by check, cash, ACH, wire transfer or e-check are not subject to this convenience fee.

Worksite (Acct: 1000233025):

Sheffield Court 1

2630 N Moreland Blvd

Cleveland, OH 44120-5400

Lawanda Anderson

lawanda@avenrm.com

(216) 386-5723

Provided By:

Koorsen Fire & Security

6930 W Snowville Rd

Brecksville, OH 44141-3216

Dean Arezone

dean.arezzone@koorsen.com

(216) 307-1879

We are pleased to quote you the following, subject to the terms and conditions.

Scope of Work:

Prices provided herein are in effect for 30 days from the date of this proposal.

Tech needs to mount them.

Quantity	Description	Unit Price	Line Total
4.00	Extinguisher 10# Abc Wb Tall A-V (96) 4A:80B:C	\$188.00	\$752.00
		Sub-Total	\$752.00
		Sales Tax	\$60.16
		Total	\$812.16

Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager

Date: _____

Customer's Acceptance

Signature: _____

Title: *property manager*

Date: *10/21/24*

Printed: Lawanda Anderson

PO # (if required): _____

Terms & Conditions for Product Sale

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The amounts payable to KFS hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located on customer's premises. KFS makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the Product or Services supplied, will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom which the product or service is designed to detect or avert. That if KFS should be found liable for loss damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$250, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, if the customer desires KFS to assume a greater liability, KFS shall amend this agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the customer for the assumption by KFS of such greater liability provided. However, that such rider and additional obligation shall in no way be interpreted to hold KFS as an insurer. In the event any person not a party to this agreement, shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

A convenience fee of 3% of the invoice amount will be charged for payments made by credit card. Payments made by check, cash, ACH, wire transfer or e-check are not subject to this convenience fee.

Submitted To (Customer): Cleveland Ohio Residence LLC 2621 N Moreland Blvd Cleveland, OH 44120 Acct: 1000223436		Provided By: Koorsen Fire & Security 6930 W Snowville Rd Brecksville, OH 44141-3216		Dean Arezone dean.arezone@koorsen.com Cell: (216) 618-3072 888-Koorsen (566-7736)
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Service Location (if different than above):

Billing: Time of Service

The Lucy

2635 N Moreland Blvd
Cleveland, OH 44120-1411
Acct: 1000233027

Koorsen Fire & Security is committed to providing you the best service and solutions to safeguard your facility and occupants from fire hazards and security concerns. Koorsen has been an industry leader since 1946 and will continue its strong tradition as one of the top fire and life safety providers. We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

The following services are included in this agreement as indicated below and as described on the attached pages.

Service	Contract Length	# Inspections per Year	Per Inspection	Annual Fee
Fire Extinguishers	1 Year	1	\$45.00	\$45.00
Total (annual fee for all services indicated above):				\$45.00

Note: Sales tax, if applicable, is NOT included in the price above. A processing fee of 3% will be added to any credit card transaction.

Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above. Upon credit approval, all charges shall be paid NET 30 Days from the date of invoice. This agreement does not include municipal or billing portal fees. If applicable, these fees will be billed separately.

By signing below, Customer accepts all terms and conditions outlined on the following pages.

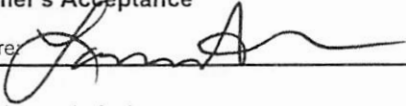
Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager

Date: _____

Customer's Acceptance

Signature: 

Title: Property Manager

Date: 10/2/24

Printed: Lawanda Anderson

Inspection Services - Fire Extinguishers

Insp. per Year: 1

Level: Inspect / Test & Inspect

Price per Insp.: \$45.00

Month Insp. is Due: October

Covered Equipment Counts

4 ABC Extinguishers

Included Services:

- Visually inspect extinguisher
- Check the test and maintenance dates
- Weigh extinguisher (CO2 & halogenated agents)
- Visually inspect pressure gauge
- Install new tamper seal (some units may require additional steps)
- Inspect discharge hose and check for continuity (for CO2 units)
- Inspect valve assembly
- Clean & rehang extinguisher
- Attach a new certification tag
- Fill out fire and safety report

Inspections are to be completed during regular business hours.

X If checked, see "Addendum" for additional information or clarifications.

Customer's Initials: LA

Addendum

Fire Extinguishers

Any deficiencies found at time of inspection can be corrected and billed to make systems compliant with approval

Customer's Initials: JK

Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions

Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement, following the initial term, shall automatically renew for (1) year unless Customer provides notice of termination at least sixty (60) days before the expiration of the initial term or any renewal. If Customer terminates the Agreement without the required notice, Customer agrees to pay fifty (50) percent of the most recent annual fee as liquidated damages. Koorsen may terminate this Agreement at any time upon thirty (30) days written notice.

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THE ATTACHED CONDITIONS ARE INCORPORATED IN THIS AGREEMENT. PLEASE READ CAREFULLY. KOORSEN IS NOT AN INSURER. OUR MAXIMUM LIABILITY IS LIMITED TO THE GREATER OF 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00. USER ACKNOWLEDGES RECEIPT OF COPY AND THAT HE HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT.

It is understood that Koorsen Fire & Security, Inc. (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product Service is designed to detect or avert, and to identify KFS as an additional insured on such insurance policy.

The amounts payable to KFS hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located in customer's premises. KFS makes no guaranty or warranty which extends beyond the description on the face hereof, including any implied warranty of merchantability or fitness, that the Product or Services supplied will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product or Service is designed to detect or avert. That if KFS should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge, or \$500, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligation imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, in the event any person not a party to this agreement shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents, or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

General

This agreement is the only agreement between Koorsen Fire & Security and the undersigned customer and supersedes all previous agreements with respect to its subject matter. This agreement may not be modified except in writing and signed by both parties.

Service Availability, Accessibility, and Covered Equipment

Routine inspections if required will be performed between 8:00 a.m. and 5:00 p.m. Monday through Friday. In the event the customer requests service at other times or Saturdays, Sundays or holidays, the customer agrees to pay additional charges, unless covered by agreement.

If access to locked or restricted areas is required to provide the services covered by this Agreement, Customer agrees to provide KFS a key or escort. Customer acknowledges that failure to provide these may cause KFS additional time and expense to perform the services. KFS reserves the right to add additional fees to the agreement in this case.

If this agreement includes Managed Access Control Services, the Customer must provide a connection to the Internet for the system.

If Koorsen is required to provide a lift to perform this agreement, there will be an additional charge, unless covered by this agreement.

This agreement is based upon the device counts listed. KFS reserves the right to add additional fees if the actual device counts are in excess of the contracted amount.

Exclusions

Koorsen Fire & Security will not be responsible for repair or damage caused by: (a) Unauthorized modifications or attachments, (b) Misuse or external causes such as accident or disaster, which shall include, but not be limited to fire, water, wind and lightning, neglect, interruptions in the building's main electrical service or alterations of equipment. You understand that a servicing agency may reserve the right to decline service if equipment is improperly installed by others, has been tampered with by unqualified personnel, is inadequate for purpose intended, or if contrary to fire prevention regulations.

Unless specifically stated as covered/included in this agreement, the labor and agent required to re-charge a system or device is not included.

For repair of any sprinkler system, it is customer's responsibility to show KFS all drain valves, including those hidden above the ceiling or in a wall. KFS will not be responsible for water damage caused from any undisclosed drain valve, whether or not it was known to customer. Customer is responsible for draining all low points following a Koorsen's inspection for all dry sprinkler systems.

Agreement Termination Penalty

Customer acknowledges that the contract option provides a discounted rate and that early termination of the agreement will result in financial damage to KFS. In the event of early termination by Customer, Customer shall be liable to KFS for a termination penalty of one year's annual fee. Early termination shall mean any act of Customer which effectively ends the agreement. Customer shall be liable to KFS for any and all costs and expenses, including actual attorney fees, associated with the collection of the termination penalty if necessary.

Performance Guidance

If KFS does not perform services to the satisfaction of the Customer, the Customer may elect to terminate the agreement at any time. To terminate the agreement, the Customer must give KFS 30 days written notice and an opportunity to correct any deficiencies. If after 30 days, the Customer and KFS agree that the problems cannot be resolved, the agreement is terminated without penalty to either party.

Purchase Price and Payment

Customer agrees to pay KFS the purchase price for the Equipment and/or Services set forth on the proposal or as otherwise set forth on the KFS's invoice. Upon credit approval, all charges shall be paid "NET 30 DAYS" from the date of invoice. A convenience fee of 3%, of the invoice amount, will be charged for payments by credit card. Payments by check, cash, ACH, Wire Transfer or echeck are not subject to the convenience fee.

Customer's Acceptance

Signature: _____

Title: 10/2/24Date: 10/2/24

Submitted To (Customer):		Provided By:	
Cleveland Ohio Residence LLC	Lawanda Anderson	Koorsen Fire & Security	Dean Arezone
2621 N Moreland Blvd	lawanda@avenrm.com	6930 W Snowville Rd	dean.arezzone@koorsen.com
Cleveland, OH 44120	(216) 386-5723	Brecksville, OH 44141-3216	Cell: (216) 618-3072
Acct: 1000223436			888-Koorsen (566-7736)

Service Location (if different than above):

Billing: Time of Service

Shaker Manor

2635 N Moreland Blvd

Cleveland, OH 44120-1411

Acct: 1000233016

Koorsen Fire & Security is committed to providing you the best service and solutions to safeguard your facility and occupants from fire hazards and security concerns. Koorsen has been an industry leader since 1946 and will continue its strong tradition as one of the top fire and life safety providers. We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

The following services are included in this agreement as indicated below and as described on the attached pages.

Service	Contract Length	# Inspections per Year	Per Inspection	Annual Fee
Fire Extinguishers	1 Year	1	\$40.00	\$40.00
Total (annual fee for all services indicated above):				\$40.00

Note: Sales tax, if applicable, is NOT included in the price above. A processing fee of 3% will be added to any credit card transaction.

Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above. Upon credit approval, all charges shall be paid NET 30 Days from the date of invoice. This agreement does not include municipal or billing portal fees. If applicable, these fees will be billed separately.

By signing below, Customer accepts all terms and conditions outlined on the following pages.

Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager

Date: _____

Customer's Acceptance

Signature: _____

Title: _____

Date: _____

Printed: Lawanda Anderson

property manager

10/2/24

Inspection Services - Fire Extinguishers

Insp. per Year: 1 **Level:** Inspect / Test & Inspect
Price per Insp.: \$40.00 **Month Insp. is Due:** October

Covered Equipment Counts

 3 ABC Extinguishers

Included Services:

- Visually inspect extinguisher
- Check the test and maintenance dates
- Weigh extinguisher (CO2 & halogenated agents)
- Visually inspect pressure gauge
- Install new tamper seal (some units may require additional steps)
- Inspect discharge hose and check for continuity (for CO2 units)
- Inspect valve assembly
- Clean & rehang extinguisher
- Attach a new certification tag
- Fill out fire and safety report

Inspections are to be completed during regular business hours.

 X If checked, see "Addendum" for additional information or clarifications.

Customer's Initials: *LS*

Addendum

Fire Extinguishers

Any deficiencies found at time of inspection can be corrected and billed to make systems compliant with approval.

Customer's Initials: JK

Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions

Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement, following the initial term, shall automatically renew for (1) year unless Customer provides notice of termination at least sixty (60) days before the expiration of the initial term or any renewal. If Customer terminates the Agreement without the required notice, Customer agrees to pay fifty (50) percent of the most recent annual fee as liquidated damages. Koorsen may terminate this Agreement at any time upon thirty (30) days written notice.

Customer agrees that at the time of any renewal of this Agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the Agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. No returned merchandise accepted for credit unless authorized. All claims must be made within 5 days of invoice.

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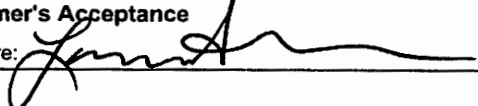
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Customer's Acceptance

Signature: 

Title: property manager

Date: 10/2/24

Worksite (Acct: 1000233016):

Shaker Manor

2635 N Moreland Blvd

Cleveland, OH 44120-1411

Lawanda Anderson

lawanda@avenrm.com

(216) 386-5723

Provided By:

Koorsen Fire & Security

6930 W Snowville Rd

Brecksville, OH 44141-3216

Dean Arezone

dean.arezzone@koorsen.com

(216) 307-1879

We are pleased to quote you the following, subject to the terms and conditions.

Scope of Work:

Prices provided herein are in effect for 30 days from the date of this proposal.

Mount extinguisher

Quantity	Description	Unit Price	Line Total
1.00	Extinguisher 10# Abc Wb Tall A-V (96) 4A:80B:C	\$188.00	\$188.00
0.20	Installation Labor	\$10.00	\$2.00
		Sub-Total	\$190.00
		Sales Tax	\$15.20
		Total	\$205.20

Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager

Date: _____

Customer's Acceptance

Signature: _____

Title: *property manager*

Date: *10/2/24*

Printed: Lawanda Anderson

PO # (if required): _____

Terms & Conditions for Product Sale

It is understood that Koorsen Fire & Security (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer desires to protect itself from loss, damage or injury due directly or indirectly to occurrences or consequences therefrom, which the Product or Service is designed to detect or avert.

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So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

A convenience fee of 3% of the invoice amount will be charged for payments made by credit card. Payments made by check, cash, ACH, wire transfer or e-check are not subject to this convenience fee.

Worksite (Acct: 1000233026):

Sheffield Court 2
2636 N Moreland Blvd
Cleveland, OH 44120-1488
Lawanda Anderson
lawanda@avenrm.com
(216) 386-5723

Provided By:

Koorsen Fire & Security
6930 W Snowville Rd
Brecksville, OH 44141-3216
Dean Arezone
dean.arezzone@koorsen.com
(216) 307-1879

We are pleased to quote you the following, subject to the terms and conditions.

Scope of Work:

Prices provided herein are in effect for 30 days from the date of this proposal.

Tech needs to mount.

Quantity	Description	Unit Price	Line Total
6.00	Extinguisher 10# Abc Wb Tall A-V (96) 4A:80B:C	\$188.00	\$1,128.00
		Sub-Total	\$1,128.00
		Sales Tax	\$90.24
		Total	\$1,218.24

Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager

Date: _____

Customer's Acceptance

Signature: _____

Title: property manager

Date: 10/2/24

Printed: Lawanda Anderson

PO # (if required): _____

Terms & Conditions for Product Sale

It is understood that Koorsen Fire & Security (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer desires to protect itself from loss, damage or injury due directly or indirectly to occurrences or consequences therefrom, which the Product or Service is designed to detect or avert.

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A convenience fee of 3% of the invoice amount will be charged for payments made by credit card. Payments made by check, cash, ACH, wire transfer or e-check are not subject to this convenience fee.

Worksite (Acct: 1000233032):

The Stratford

2642 N Moreland Blvd

Cleveland, OH 44120-1462

Lawanda Anderson

lawanda@avenrm.com

(216) 386-5723

Provided By:

Koorsen Fire & Security

6930 W Snowville Rd

Brecksville, OH 44141-3216

Dean Arezone

dean.arezone@koorsen.com

(216) 307-1879

We are pleased to quote you the following, subject to the terms and conditions.

Scope of Work:

Prices provided herein are in effect for 30 days from the date of this proposal.

tech needs to mount

Quantity	Description	Unit Price	Line Total
4.00	Extinguisher 10# Abc Wb Tall A-V (96) 4A:80B:C	\$188.00	\$752.00
		Sub-Total	\$752.00
		Sales Tax	\$60.16
		Total	\$812.16

Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager

Date: _____

Customer's Acceptance

Signature: _____

Title: property manager

Date: 10/2/24

Printed: Lawanda Anderson

PO # (if required): _____

Terms & Conditions for Product Sale

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Submitted To (Customer):		Provided By:	
Cleveland Ohio Residence LLC	Lawanda Anderson	Koorsen Fire & Security	Dean Arezone
2621 N Moreland Blvd	lawanda@avenrm.com	6930 W Snowville Rd	dean.arezone@koorsen.com
Cleveland, OH 44120	(216) 386-5723	Brecksville, OH 44141-3216	Cell: (216) 618-3072
Acct: 1000223436			888-Koorsen (566-7736)

Service Location (if different than above):

Billing: Time of Service

The Oliver

2653 N Moreland Blvd

Cleveland, OH 44120-1471

Acct: 1000233030

Koorsen Fire & Security is committed to providing you the best service and solutions to safeguard your facility and occupants from fire hazards and security concerns. Koorsen has been an industry leader since 1946 and will continue its strong tradition as one of the top fire and life safety providers. We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

The following services are included in this agreement as indicated below and as described on the attached pages.

Service	Contract Length	# Inspections per Year	Per Inspection	Annual Fee
Fire Extinguishers	1 Year	1	\$45.00	\$45.00
Total (annual fee for all services indicated above):				\$45.00

Note: Sales tax, if applicable, is NOT included in the price above. A processing fee of 3% will be added to any credit card transaction.

Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above. Upon credit approval, all charges shall be paid NET 30 Days from the date of invoice. This agreement does not include municipal or billing portal fees. If applicable, these fees will be billed separately.

By signing below, Customer accepts all terms and conditions outlined on the following pages.

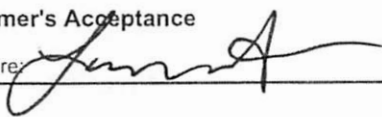
Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager

Date: _____

Customer's Acceptance

Signature: 

Title: property manager

Date: 10/2/24

Printed: Lawanda Anderson

Inspection Services - Fire Extinguishers

Insp. per Year: 1

Level: Inspect / Test & Inspect

Price per Insp.: \$45.00

Month Insp. is Due: October

Covered Equipment Counts

4 ABC Extinguishers

Included Services:

- Visually inspect extinguisher
- Check the test and maintenance dates
- Weigh extinguisher (CO2 & halogenated agents)
- Visually inspect pressure gauge
- Install new tamper seal (some units may require additional steps)
- Inspect discharge hose and check for continuity (for CO2 units)
- Inspect valve assembly
- Clean & rehang extinguisher
- Attach a new certification tag
- Fill out fire and safety report

Inspections are to be completed during regular business hours.

X If checked, see "Addendum" for additional information or clarifications.

Customer's Initials:

LA

Addendum

Fire Extinguishers

Any deficiencies found at time of inspection can be corrected and billed to make systems compliant with approval.

Customer's Initials: LA

Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions

Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement, following the initial term, shall automatically renew for (1) year unless Customer provides notice of termination at least sixty (60) days before the expiration of the initial term or any renewal. If Customer terminates the Agreement without the required notice, Customer agrees to pay fifty (50) percent of the most recent annual fee as liquidated damages. Koorsen may terminate this Agreement at any time upon thirty (30) days written notice.

Customer agrees that at the time of any renewal of this Agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the Agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. No returned merchandise accepted for credit unless authorized. All claims must be made within 5 days of invoice.

THE ATTACHED CONDITIONS ARE INCORPORATED IN THIS AGREEMENT. PLEASE READ CAREFULLY. KOORSEN IS NOT AN INSURER. OUR MAXIMUM LIABILITY IS LIMITED TO THE GREATER OF 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00. USER ACKNOWLEDGES RECEIPT OF COPY AND THAT HE HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT.

It is understood that Koorsen Fire & Security, Inc. (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product Service is designed to detect or avert, and to identify KFS as an additional insured on such insurance policy.

The amounts payable to KFS hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located in customer's premises. KFS makes no guaranty or warranty which extends beyond the description on the face hereof, including any implied warranty of merchantability or fitness, that the Product or Services supplied will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product or Service is designed to detect or avert. That if KFS should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge, or \$500, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligation imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, in the event any person not a party to this agreement shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents, or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

General

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Service Availability, Accessibility, and Covered Equipment

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If this agreement includes Managed Access Control Services, the Customer must provide a connection to the Internet for the system.

If Koorsen is required to provide a lift to perform this agreement, there will be an additional charge, unless covered by this agreement.

This agreement is based upon the device counts listed. KFS reserves the right to add additional fees if the actual device counts are in excess of the contracted amount.

Exclusions

Koorsen Fire & Security will not be responsible for repair or damage caused by: (a) Unauthorized modifications or attachments, (b) Misuse or external causes such as accident or disaster, which shall include, but not be limited to fire, water, wind and lightning, neglect, interruptions in the building's main electrical service or alterations of equipment. You understand that a servicing agency may reserve the right to decline service if equipment is improperly installed by others, has been tampered with by unqualified personnel, is inadequate for purpose intended, or if contrary to fire prevention regulations.

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Agreement Termination Penalty

Customer acknowledges that the contract option provides a discounted rate and that early termination of the agreement will result in financial damage to KFS. In the event of early termination by Customer, Customer shall be liable to KFS for a termination penalty of one year's annual fee. Early termination shall mean any act of Customer which effectively ends the agreement. Customer shall be liable to KFS for any and all costs and expenses, including actual attorney fees, associated with the collection of the termination penalty if necessary.

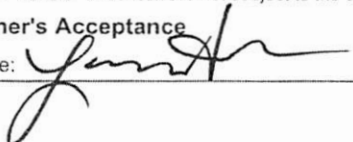
Performance Guidance

If KFS does not perform services to the satisfaction of the Customer, the Customer may elect to terminate the agreement at any time. To terminate the agreement, the Customer must give KFS 30 days written notice and an opportunity to correct any deficiencies. If after 30 days, the Customer and KFS agree that the problems cannot be resolved, the agreement is terminated without penalty to either party.

Purchase Price and Payment

Customer agrees to pay KFS the purchase price for the Equipment and/or Services set forth on the proposal or as otherwise set forth on the KFS's invoice. Upon credit approval, all charges shall be paid "NET 30 DAYS" from the date of invoice. A convenience fee of 3%, of the invoice amount, will be charged for payments by credit card. Payments by check, cash, ACH, Wire Transfer or echeck are not subject to the convenience fee.

Customer's Acceptance

Signature: 

Title: property manager

Date: 10/2/24

Submitted To (Customer):		Provided By:	
Cleveland Ohio Residence LLC	Lawanda Anderson	Koorsen Fire & Security	Dean Arezone
2621 N Moreland Blvd	lawanda@avenrm.com	6930 W Snowville Rd	dean.arezone@koorsen.com
Cleveland, OH 44120	(216) 386-5723	Brecksville, OH 44141-3216	Cell: (216) 618-3072
Acct: 1000223436			888-Koorsen (566-7736)

Service Location (if different than above):

Billing: Time of Service

Drexmore Mansion 2

13300 Drexmore Rd

Cleveland, OH 44120-2240

Acct: 1000233288

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Service	Contract Length	# Inspections per Year	Per Inspection	Annual Fee
Fire Extinguishers	1 Year	1	\$40.00	\$40.00
Total (annual fee for all services indicated above):				\$40.00

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Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager _____

Date: _____

Customer's Acceptance

Signature: _____

Title: Property Manager _____

Date: 10/7/2024 _____

Printed: Lawanda Anderson _____

Inspection Services - Fire Extinguishers

Insp. per Year: 1 Level: Inspect / Test & Inspect

Price per Insp.: \$40.00 Month Insp. is Due: October

Covered Equipment Counts

 3 ABC Extinguishers

Included Services:

- Visually inspect extinguisher
- Check the test and maintenance dates
- Weigh extinguisher (CO2 & halogenated agents)
- Visually inspect pressure gauge
- Install new tamper seal (some units may require additional steps)
- Inspect discharge hose and check for continuity (for CO2 units)
- Inspect valve assembly
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- Attach a new certification tag
- Fill out fire and safety report

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Customer's Initials: JA

Addendum

Fire Extinguishers

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Customer's Initials: _____

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Customer's Acceptance

Signature: _____



Title: _____

Property Manager

Date: 10/7/2024

Submitted To (Customer):		Provided By:	
Cleveland Ohio Residence LLC	Lawanda Anderson	Koorsen Fire & Security	Dean Arezone
2621 N Moreland Blvd	lawanda@avenrm.com	6930 W Snowville Rd	dean.arezone@koorsen.com
Cleveland, OH 44120	(216) 386-5723	Brecksville, OH 44141-3216	Cell: (216) 618-3072
Acct: 1000223436			888-Koorsen (566-7736)

Service Location (if different than above):

Billing: Time of Service

Drexmore Mansion 3

2805 Ludlow Rd

Cleveland, OH 44120-2376

Acct: 1000233291

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Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager

Date: _____

Customer's Acceptance

Signature:  _____

Title: Property Manager

Date: 10/7/2024

Printed: Lawanda Anderson

Inspection Services - Fire Extinguishers

Insp. per Year: 1 Level: Inspect / Test & Inspect

Price per Insp.: \$40.00 Month Insp. is Due: October

Covered Equipment Counts

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 X If checked, see "Addendum" for additional information or clarifications.

Customer's Initials: JA

Addendum

Fire Extinguishers

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Customer's Acceptance

Signature: 

Title: Property Manager

Date: 10/7/2024

Submitted To (Customer):		Provided By:	
Cleveland Ohio Residence LLC	Lawanda Anderson	Koorsen Fire & Security	Dean Arezone
2621 N Moreland Blvd	lawanda@avenrm.com	6930 W Snowville Rd	dean.arezone@koorsen.com
Cleveland, OH 44120	(216) 386-5723	Brecksville, OH 44141-3216	Cell: (216) 618-3072
Acct: 1000223436			888-Koorsen (566-7736)

Service Location (if different than above):

Billing: Time of Service

Drexmore Mansion 1

2815 Ludlow Rd

Cleveland, OH 44120-2375

Acct: 1000233269

Koorsen Fire & Security is committed to providing you the best service and solutions to safeguard your facility and occupants from fire hazards and security concerns. Koorsen has been an industry leader since 1946 and will continue its strong tradition as one of the top fire and life safety providers. We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

The following services are included in this agreement as indicated below and as described on the attached pages.

Service	Contract Length	# Inspections per Year	Per Inspection	Annual Fee
Fire Extinguishers	1 Year	1	\$40.00	\$40.00
Total (annual fee for all services indicated above):				\$40.00

Note: Sales tax, if applicable, is NOT included in the price above. A processing fee of 3% will be added to any credit card transaction.

Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above. Upon credit approval, all charges shall be paid NET 30 Days from the date of invoice. This agreement does not include municipal or billing portal fees. If applicable, these fees will be billed separately.

By signing below, Customer accepts all terms and conditions outlined on the following pages.

Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager

Date: _____

Customer's Acceptance

Signature:  _____

Title: Property Manager

10/7/2024

Date: _____

Printed: Lawanda Anderson

Inspection Services - Fire Extinguishers

Insp. per Year: 1	Level: Inspect / Test & Inspect
Price per Insp.: \$40.00	Month Insp. is Due: October

Covered Equipment Counts

3 ABC Extinguishers

Included Services:

- Visually inspect extinguisher
- Check the test and maintenance dates
- Weigh extinguisher (CO2 & halogenated agents)
- Visually inspect pressure gauge
- Install new tamper seal (some units may require additional steps)
- Inspect discharge hose and check for continuity (for CO2 units)
- Inspect valve assembly
- Clean & rehang extinguisher
- Attach a new certification tag
- Fill out fire and safety report

Inspections are to be completed during regular business hours.

X If checked, see "Addendum" for additional information or clarifications.

Customer's Initials: LA

Addendum

Fire Extinguishers

Any deficiencies found at time of inspection can be corrected and billed to make systems compliant with approval.

Customer's Initials: JA

Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions

Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement, following the initial term, shall automatically renew for (1) year unless Customer provides notice of termination at least sixty (60) days before the expiration of the initial term or any renewal. If Customer terminates the Agreement without the required notice, Customer agrees to pay fifty (50) percent of the most recent annual fee as liquidated damages. Koorsen may terminate this Agreement at any time upon thirty (30) days written notice.

Customer agrees that at the time of any renewal of this Agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the Agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. No returned merchandise accepted for credit unless authorized. All claims must be made within 5 days of invoice.

THE ATTACHED CONDITIONS ARE INCORPORATED IN THIS AGREEMENT. PLEASE READ CAREFULLY. KOORSEN IS NOT AN INSURER. OUR MAXIMUM LIABILITY IS LIMITED TO THE GREATER OF 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00. USER ACKNOWLEDGES RECEIPT OF COPY AND THAT HE HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT.

It is understood that Koorsen Fire & Security, Inc. (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product Service is designed to detect or avert, and to identify KFS as an additional insured on such insurance policy.

The amounts payable to KFS hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located in customer's premises. KFS makes no guaranty or warranty which extends beyond the description on the face hereof, including any implied warranty of merchantability or fitness, that the Product or Services supplied will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product or Service is designed to detect or avert. That if KFS should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge, or \$500, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligation imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, in the event any person not a party to this agreement shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents, or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

General

This agreement is the only agreement between Koorsen Fire & Security and the undersigned customer and supersedes all previous agreements with respect to its subject matter. This agreement may not be modified except in writing and signed by both parties.

Service Availability, Accessibility, and Covered Equipment

Routine inspections if required will be performed between 8:00 a.m. and 5:00 p.m. Monday through Friday. In the event the customer requests service at other times or Saturdays, Sundays or holidays, the customer agrees to pay additional charges, unless covered by agreement.

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If this agreement includes Managed Access Control Services, the Customer must provide a connection to the Internet for the system.

If Koorsen is required to provide a lift to perform this agreement, there will be an additional charge, unless covered by this agreement.

This agreement is based upon the device counts listed. KFS reserves the right to add additional fees if the actual device counts are in excess of the contracted amount.

Exclusions

Koorsen Fire & Security will not be responsible for repair or damage caused by: (a) Unauthorized modifications or attachments, (b) Misuse or external causes such as accident or disaster, which shall include, but not be limited to fire, water, wind and lightning, neglect, interruptions in the building's main electrical service or alterations of equipment. You understand that a servicing agency may reserve the right to decline service if equipment is improperly installed by others, has been tampered with by unqualified personnel, is inadequate for purpose intended, or if contrary to fire prevention regulations.

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Agreement Termination Penalty

Customer acknowledges that the contract option provides a discounted rate and that early termination of the agreement will result in financial damage to KFS. In the event of early termination by Customer, Customer shall be liable to KFS for a termination penalty of one year's annual fee. Early termination shall mean any act of Customer which effectively ends the agreement. Customer shall be liable to KFS for any and all costs and expenses, including actual attorney fees, associated with the collection of the termination penalty if necessary.

Performance Guidance

If KFS does not perform services to the satisfaction of the Customer, the Customer may elect to terminate the agreement at any time. To terminate the agreement, the Customer must give KFS 30 days written notice and an opportunity to correct any deficiencies. If after 30 days, the Customer and KFS agree that the problems cannot be resolved, the agreement is terminated without penalty to either party.

Purchase Price and Payment

Customer agrees to pay KFS the purchase price for the Equipment and/or Services set forth on the proposal or as otherwise set forth on the KFS's invoice. Upon credit approval, all charges shall be paid "NET 30 DAYS" from the date of invoice. A convenience fee of 3%, of the invoice amount, will be charged for payments by credit card. Payments by check, cash, ACH, Wire Transfer or echeck are not subject to the convenience fee.

Customer's Acceptance

Signature:



Title:

Property Manager

Date: 10/7/2024

Submitted To (Customer):

Cleveland Ohio Residence LLC Lawanda Anderson
2621 N Moreland Blvd lawanda@avenrm.com
Cleveland, OH 44120 (216) 386-5723
Acct: 1000223436

Provided By:

Koorsen Fire & Security Dean Arezone
6930 W Snowville Rd dean.arezone@koorsen.com
Brecksville, OH 44141-3216 Cell: (216) 618-3072
888-Koorsen (566-7736)

Service Location (if different than above):

The Granby
2822 S Moreland Blvd
Cleveland, OH 44120-2310
Acct: 1000233035

Billing: Time of Service

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Signature: _____

Title: Territory Account Manager

Date: _____

Customer's Acceptance

Signature: 

Title: property manager

Date: 10/2/24

Printed: Lawanda Anderson

Inspection Services - Fire Extinguishers

Insp. per Year: 1 Level: Inspect / Test & Inspect
Price per Insp.: \$40.00 Month Insp. is Due: October

Covered Equipment Counts

 3 ABC Extinguishers

Included Services:

- Visually inspect extinguisher
- Check the test and maintenance dates
- Weigh extinguisher (CO2 & halogenated agents)
- Visually inspect pressure gauge
- Install new tamper seal (some units may require additional steps)
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Customer's Initials: JA

Addendum

Fire Extinguishers

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Customer's Initials: ZA

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Customer's Acceptance

Signature: 

Title: property manager

Date: 10/2/24

Submitted To (Customer):		Provided By:	
Cleveland Ohio Residence LLC	Lawanda Anderson	Koorsen Fire & Security	Dean Arezone
2621 N Moreland Blvd	lawanda@avenrm.com	6930 W Snowville Rd	dean.arezone@koorsen.com
Cleveland, OH 44120	(216) 386-5723	Brecksville, OH 44141-3216	Cell: (216) 618-3072
Acct: 1000223436			888-Koorsen (566-7736)

Service Location (if different than above):

Billing: Time of Service

Ludlow Castle 3

2820 Ludlow Rd

Cleveland, OH 44120-2379

Acct: 1000233272

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Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager

Date: _____

Customer's Acceptance

Signature:  _____

Title: Property Manager

Date: 10/7/2024

Printed: Lawanda Anderson

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Insp. per Year: 1	Level: Inspect / Test & Inspect
Price per Insp.: \$40.00	Month Insp. is Due: October

Covered Equipment Counts

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- Fill out fire and safety report

Inspections are to be completed during regular business hours.

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Customer's Initials: JA

Addendum

Fire Extinguishers

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Customer's Initials: LA

Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions

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Customer's Acceptance

Signature: _____



Title: _____

Property Manager

Date: _____

10/7/2024

Submitted To (Customer):		Provided By:	
Cleveland Ohio Residence LLC	Lawanda Anderson	Koorsen Fire & Security	Dean Arezone
2621 N Moreland Blvd	lawanda@avenrm.com	6930 W Snowville Rd	dean.arezone@koorsen.com
Cleveland, OH 44120	(216) 386-5723	Brecksville, OH 44141-3216	Cell: (216) 618-3072
Acct: 1000223436			888-Koorsen (566-7736)

Service Location (if different than above):

Billing: Time of Service

Ludlow Castle 2

2825 S Moreland Blvd

Cleveland, OH 44120-2328

Acct: 1000233294

Koorsen Fire & Security is committed to providing you the best service and solutions to safeguard your facility and occupants from fire hazards and security concerns. Koorsen has been an industry leader since 1946 and will continue its strong tradition as one of the top fire and life safety providers. We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

The following services are included in this agreement as indicated below and as described on the attached pages.

Service	Contract Length	# Inspections per Year	Per Inspection	Annual Fee
Fire Extinguishers	1 Year	1	\$40.00	\$40.00
Total (annual fee for all services indicated above):				\$40.00

Note: Sales tax, if applicable, is NOT included in the price above. A processing fee of 3% will be added to any credit card transaction.

Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above. Upon credit approval, all charges shall be paid NET 30 Days from the date of invoice. This agreement does not include municipal or billing portal fees. If applicable, these fees will be billed separately.

By signing below, Customer accepts all terms and conditions outlined on the following pages.

Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager

Date: _____

Customer's Acceptance

Signature:  _____

Title: Property Manager

Date: 10/7/2024

Printed: Lawanda Anderson

Inspection Services - Fire Extinguishers

Insp. per Year: 1	Level: Inspect / Test & Inspect
Price per Insp.: \$40.00	Month Insp. is Due: October

Covered Equipment Counts

3 ABC Extinguishers

Included Services:

- Visually inspect extinguisher
- Check the test and maintenance dates
- Weigh extinguisher (CO2 & halogenated agents)
- Visually inspect pressure gauge
- Install new tamper seal (some units may require additional steps)
- Inspect discharge hose and check for continuity (for CO2 units)
- Inspect valve assembly
- Clean & rehang extinguisher
- Attach a new certification tag
- Fill out fire and safety report

Inspections are to be completed during regular business hours.

X If checked, see "Addendum" for additional information or clarifications.

Customer's Initials: JA

Addendum

Fire Extinguishers

Any deficiencies found at time of inspection can be corrected and billed to make systems compliant with approval.

Customer's Initials:

LA

Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions

Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement, following the initial term, shall automatically renew for (1) year unless Customer provides notice of termination at least sixty (60) days before the expiration of the initial term or any renewal. If Customer terminates the Agreement without the required notice, Customer agrees to pay fifty (50) percent of the most recent annual fee as liquidated damages. Koorsen may terminate this Agreement at any time upon thirty (30) days written notice.

Customer agrees that at the time of any renewal of this Agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the Agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. No returned merchandise accepted for credit unless authorized. All claims must be made within 5 days of invoice.

THE ATTACHED CONDITIONS ARE INCORPORATED IN THIS AGREEMENT. PLEASE READ CAREFULLY. KOORSEN IS NOT AN INSURER. OUR MAXIMUM LIABILITY IS LIMITED TO THE GREATER OF 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00. USER ACKNOWLEDGES RECEIPT OF COPY AND THAT HE HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT.

It is understood that Koorsen Fire & Security, Inc. (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product Service is designed to detect or avert, and to identify KFS as an additional insured on such insurance policy.

The amounts payable to KFS hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located in customer's premises. KFS makes no guaranty or warranty which extends beyond the description on the face hereof, including any implied warranty of merchantability or fitness, that the Product or Services supplied will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product or Service is designed to detect or avert. That if KFS should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge, or \$500, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligation imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, in the event any person not a party to this agreement shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents, or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

General

This agreement is the only agreement between Koorsen Fire & Security and the undersigned customer and supersedes all previous agreements with respect to its subject matter. This agreement may not be modified except in writing and signed by both parties.

Service Availability, Accessibility, and Covered Equipment

Routine inspections if required will be performed between 8:00 a.m. and 5:00 p.m. Monday through Friday. In the event the customer requests service at other times or Saturdays, Sundays or holidays, the customer agrees to pay additional charges, unless covered by agreement.

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If this agreement includes Managed Access Control Services, the Customer must provide a connection to the Internet for the system.

If Koorsen is required to provide a lift to perform this agreement, there will be an additional charge, unless covered by this agreement.

This agreement is based upon the device counts listed. KFS reserves the right to add additional fees if the actual device counts are in excess of the contracted amount.

Exclusions

Koorsen Fire & Security will not be responsible for repair or damage caused by: (a) Unauthorized modifications or attachments, (b) Misuse or external causes such as accident or disaster, which shall include, but not be limited to fire, water, wind and lightning, neglect, interruptions in the building's main electrical service or alterations of equipment. You understand that a servicing agency may reserve the right to decline service if equipment is improperly installed by others, has been tampered with by unqualified personnel, is inadequate for purpose intended, or if contrary to fire prevention regulations.

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Agreement Termination Penalty

Customer acknowledges that the contract option provides a discounted rate and that early termination of the agreement will result in financial damage to KFS. In the event of early termination by Customer, Customer shall be liable to KFS for a termination penalty of one year's annual fee. Early termination shall mean any act of Customer which effectively ends the agreement. Customer shall be liable to KFS for any and all costs and expenses, including actual attorney fees, associated with the collection of the termination penalty if necessary.

Performance Guidance

If KFS does not perform services to the satisfaction of the Customer, the Customer may elect to terminate the agreement at any time. To terminate the agreement, the Customer must give KFS 30 days written notice and an opportunity to correct any deficiencies. If after 30 days, the Customer and KFS agree that the problems cannot be resolved, the agreement is terminated without penalty to either party.

Purchase Price and Payment

Customer agrees to pay KFS the purchase price for the Equipment and/or Services set forth on the proposal or as otherwise set forth on the KFS's invoice. Upon credit approval, all charges shall be paid "NET 30 DAYS" from the date of invoice. A convenience fee of 3%, of the invoice amount, will be charged for payments by credit card. Payments by check, cash, ACH, Wire Transfer or echeck are not subject to the convenience fee.

Customer's Acceptance

Signature:



Title:

Property Manager

Date:

10/7/2024

Submitted To (Customer):		Provided By:	
Cleveland Ohio Residence LLC	Lawanda Anderson	Koorsen Fire & Security	Dean Arezone
2621 N Moreland Blvd	lawanda@avenrm.com	6930 W Snowville Rd	dean.arezone@koorsen.com
Cleveland, OH 44120	(216) 386-5723	Brecksville, OH 44141-3216	Cell: (216) 618-3072
Acct: 1000223436			888-Koorsen (566-7736)

Service Location (if different than above):

Billing: Time of Service

Ludlow Castle 1

2835 S Moreland Blvd

Cleveland, OH 44120-2327

Acct: 1000233293

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Service	Contract Length	# Inspections per Year	Per Inspection	Annual Fee
Fire Extinguishers	1 Year	1	\$40.00	\$40.00
Total (annual fee for all services indicated above):				\$40.00

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Signature: _____

Title: Territory Account Manager

Date: _____

Customer's Acceptance

Signature:  _____

Title: Property Manager

Date: 10/7/2024

Printed: Lawanda Anderson

Inspection Services - Fire Extinguishers

Insp. per Year: 1 Level: Inspect / Test & Inspect

Price per Insp.: \$40.00 Month Insp. is Due: October

Covered Equipment Counts

 3 ABC Extinguishers

Included Services:

- Visually inspect extinguisher
- Check the test and maintenance dates
- Weigh extinguisher (CO2 & halogenated agents)
- Visually inspect pressure gauge
- Install new tamper seal (some units may require additional steps)
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Customer's Initials: JA

Addendum

Fire Extinguishers

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Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions

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Customer's Acceptance

Signature: _____



Title: Property Manager _____

Date: 10/7/2024 _____

Submitted To (Customer):		Provided By:	
Cleveland Ohio Residence LLC	Lawanda Anderson	Koorsen Fire & Security	Dean Arezone
2621 N Moreland Blvd	lawanda@avenrm.com	6930 W Snowville Rd	dean.arezone@koorsen.com
Cleveland, OH 44120	(216) 386-5723	Brecksville, OH 44141-3216	Cell: (216) 618-3072
Acct: 1000223436			888-Koorsen (566-7736)

Service Location (if different than above):

Billing: Time of Service

Arborview Apartments

2843 S Moreland Blvd

Cleveland, OH 44120

Acct: 1000233290

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The following services are included in this agreement as indicated below and as described on the attached pages.

Service	Contract Length	# Inspections per Year	Per Inspection	Annual Fee
Fire Extinguishers	1 Year	1	\$45.00	\$45.00
Total (annual fee for all services indicated above):				\$45.00

Note: Sales tax, if applicable, is NOT included in the price above. A processing fee of 3% will be added to any credit card transaction.

Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above. Upon credit approval, all charges shall be paid NET 30 Days from the date of invoice. This agreement does not include municipal or billing portal fees. If applicable, these fees will be billed separately.

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Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager

Date: _____

Customer's Acceptance

Signature:  _____

Title: Property Manager

Date: 10/7/2024

Printed: Lawanda Anderson

Inspection Services - Fire Extinguishers

Insp. per Year: 1 Level: Inspect / Test & Inspect
Price per Insp.: \$45.00 Month Insp. is Due: October

Covered Equipment Counts

 4 ABC Extinguishers

Included Services:

- Visually inspect extinguisher
- Check the test and maintenance dates
- Weigh extinguisher (CO2 & halogenated agents)
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Fire Extinguishers

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Customer's Acceptance

Signature:



Title:

Property Manager

Date: 10/7/2024

Submitted To (Customer):

Cleveland Ohio Residence LLC Lawanda Anderson
 2621 N Moreland Blvd lawanda@avenrm.com
 Cleveland, OH 44120 (216) 386-5723
 Acct: 1000223436

Provided By:

Koorsen Fire & Security Dean Arezone
 6930 W Snowville Rd dean.arezone@koorsen.com
 Brecksville, OH 44141-3216 Cell: (216) 618-3072
 888-Koorsen (566-7736)

Service Location (if different than above):

Hampton Court 1
 2851 S Hampton Rd
 Cleveland, OH 44120
 Acct: 1000233034

Billing: Time of Service

Koorsen Fire & Security is committed to providing you the best service and solutions to safeguard your facility and occupants from fire hazards and security concerns. Koorsen has been an industry leader since 1946 and will continue its strong tradition as one of the top fire and life safety providers. We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

The following services are included in this agreement as indicated below and as described on the attached pages.

Service	Contract Length	# Inspections per Year	Per Inspection	Annual Fee
Fire Extinguishers	1 Year	1	\$45.00	\$45.00
Total (annual fee for all services indicated above):				\$45.00

Note: Sales tax, if applicable, is NOT included in the price above. A processing fee of 3% will be added to any credit card transaction.

Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above. Upon credit approval, all charges shall be paid NET 30 Days from the date of invoice. This agreement does not include municipal or billing portal fees. If applicable, these fees will be billed separately.

By signing below, Customer accepts all terms and conditions outlined on the following pages.

Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager

Date: _____

Customer's Acceptance

Signature: 

Title: property manager

Date: 10/2/24

Printed: Lawanda Anderson

Inspection Services - Fire Extinguishers

Insp. per Year: 1

Level: Inspect / Test & Inspect

Price per Insp.: \$45.00

Month Insp. is Due: October

Covered Equipment Counts

4 ABC Extinguishers

Included Services:

- Visually inspect extinguisher
- Check the test and maintenance dates
- Weigh extinguisher (CO2 & halogenated agents)
- Visually inspect pressure gauge
- Install new tamper seal (some units may require additional steps)
- Inspect discharge hose and check for continuity (for CO2 units)
- Inspect valve assembly
- Clean & rehang extinguisher
- Attach a new certification tag
- Fill out fire and safety report

Inspections are to be completed during regular business hours.

X If checked, see "Addendum" for additional information or clarifications.

Customer's Initials:



Addendum

Fire Extinguishers

Any deficiencies found at time of inspection can be corrected and billed to make systems compliant with approval.

Customer's Initials: _____

LA

Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions

Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement, following the initial term, shall automatically renew for (1) year unless Customer provides notice of termination at least sixty (60) days before the expiration of the initial term or any renewal. If Customer terminates the Agreement without the required notice, Customer agrees to pay fifty (50) percent of the most recent annual fee as liquidated damages. Koorsen may terminate this Agreement at any time upon thirty (30) days written notice.

Customer agrees that at the time of any renewal of this Agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the Agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. No returned merchandise accepted for credit unless authorized. All claims must be made within 5 days of invoice.

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It is understood that Koorsen Fire & Security, Inc. (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product Service is designed to detect or avert, and to identify KFS as an additional insured on such insurance policy.

The amounts payable to KFS hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located in customer's premises. KFS makes no guaranty or warranty which extends beyond the description on the face hereof, including any implied warranty of merchantability or fitness, that the Product or Services supplied will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product or Service is designed to detect or avert. That if KFS should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge, or \$500, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligation imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, in the event any person not a party to this agreement shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents, or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

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If this agreement includes Managed Access Control Services, the Customer must provide a connection to the Internet for the system.

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This agreement is based upon the device counts listed. KFS reserves the right to add additional fees if the actual device counts are in excess of the contracted amount.

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Agreement Termination Penalty

Customer acknowledges that the contract option provides a discounted rate and that early termination of the agreement will result in financial damage to KFS. In the event of early termination by Customer, Customer shall be liable to KFS for a termination penalty of one year's annual fee. Early termination shall mean any act of Customer which effectively ends the agreement. Customer shall be liable to KFS for any and all costs and expenses, including actual attorney fees, associated with the collection of the termination penalty if necessary.

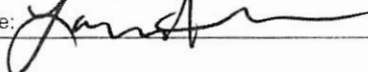
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Customer agrees to pay KFS the purchase price for the Equipment and/or Services set forth on the proposal or as otherwise set forth on the KFS's invoice. Upon credit approval, all charges shall be paid "NET 30 DAYS" from the date of invoice. A convenience fee of 3%, of the invoice amount, will be charged for payments by credit card. Payments by check, cash, ACH, Wire Transfer or echeck are not subject to the convenience fee.

Customer's Acceptance

Signature: 

Title: property manager

Date: 10/1/24

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Cleveland Ohio Residence LLC Lawanda Anderson
2621 N Moreland Blvd lawanda@avenrm.com
Cleveland, OH 44120 (216) 386-5723
Acct: 1000223436

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Cleveland, OH 44120-2369
Acct: 1000233033

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LA

Addendum

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RA

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Signature: 

Title: property manager

Date: 10/2/24

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Cleveland, OH 44120	(216) 386-5723	Brecksville, OH 44141-3216	Cell: (216) 618-3072
Acct: 1000223436			888-Koorsen (566-7736)

Service Location (if different than above):

Billing: Time of Service

The Galloway

2870 S Moreland Blvd

Cleveland, OH 44120-2300

Acct: 1000233284

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Title: Territory Account Manager

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Signature:  _____

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Inspection Services - Fire Extinguishers

Insp. per Year: 1 Level: Inspect / Test & Inspect

Price per Insp.: \$55.00 Month Insp. is Due: October

Covered Equipment Counts

 6 ABC Extinguishers

Included Services:

- Visually inspect extinguisher
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Addendum

Fire Extinguishers

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Purchase Price and Payment

Customer agrees to pay KFS the purchase price for the Equipment and/or Services set forth on the proposal or as otherwise set forth on the KFS's invoice. Upon credit approval, all charges shall be paid "NET 30 DAYS" from the date of invoice. A convenience fee of 3%, of the invoice amount, will be charged for payments by credit card. Payments by check, cash, ACH, Wire Transfer or echeck are not subject to the convenience fee.

Customer's Acceptance

Signature:



Title:

Property Manager

Date:

10/7/2024

Worksite (Acct: 1000233284):

The Galloway

2870 S Moreland Blvd

Cleveland, OH 44120-2300

Lawanda Anderson

lawanda@avenrm.com

(216) 386-5723

Provided By:

Koorsen Fire & Security

6930 W Snowville Rd

Brecksville, OH 44141-3216

Dean Arezone

dean.arezone@koorsen.com

(216) 307-1879

We are pleased to quote you the following, subject to the terms and conditions.

Scope of Work:

Prices provided herein are in effect for 30 days from the date of this proposal.

tech delivery, possible install

Quantity	Description	Unit Price	Line Total
3.00	Extinguisher 10# Abc Wb Tall A-V (96) 4A:80B:C	\$188.00	\$564.00
		Sub-Total	\$564.00
		Sales Tax	\$45.12
		Total	\$609.12

Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager _____

Date: _____

Customer's Acceptance

Signature: _____

Title: Property Manager _____

Date: 10/7/2024 _____

Printed: Lawanda Anderson _____

PO # (if required): _____

Terms & Conditions for Product Sale

It is understood that Koorsen Fire & Security (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer desires to protect itself from loss, damage or injury due directly or indirectly to occurrences or consequences therefrom, which the Product or Service is designed to detect or avert.

The amounts payable to KFS hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located on customer's premises. KFS makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the Product or Services supplied, will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom which the product or service is designed to detect or avert. That if KFS should be found liable for loss damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$250, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, if the customer desires KFS to assume a greater liability, KFS shall amend this agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the customer for the assumption by KFS of such greater liability provided. However, that such rider and additional obligation shall in no way be interpreted to hold KFS as an insurer. In the event any person not a party to this agreement, shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

A convenience fee of 3% of the invoice amount will be charged for payments made by credit card. Payments made by check, cash, ACH, wire transfer or e-check are not subject to this convenience fee.

Submitted To (Customer):		Provided By:	
Cleveland Ohio Residence LLC	Lawanda Anderson	Koorsen Fire & Security	Dean Arezone
2621 N Moreland Blvd	lawanda@avenrm.com	6930 W Snowville Rd	dean.arezone@koorsen.com
Cleveland, OH 44120	(216) 386-5723	Brecksville, OH 44141-3216	Cell: (216) 618-3072
Acct: 1000223436			888-Koorsen (566-7736)

Service Location (if different than above):

Billing: Time of Service

1000223436 Weatherwood Estates

2880 S Moreland Blvd

Cleveland, OH 44120-2356

Acct: 1000233267

Koorsen Fire & Security is committed to providing you the best service and solutions to safeguard your facility and occupants from fire hazards and security concerns. Koorsen has been an industry leader since 1946 and will continue its strong tradition as one of the top fire and life safety providers. We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

The following services are included in this agreement as indicated below and as described on the attached pages.

Service	Contract Length	# Inspections per Year	Per Inspection	Annual Fee
Fire Extinguishers	1 Year	1	\$30.00	\$30.00
Total (annual fee for all services indicated above):				\$30.00

Note: Sales tax, if applicable, is NOT included in the price above. A processing fee of 3% will be added to any credit card transaction.

Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above. Upon credit approval, all charges shall be paid NET 30 Days from the date of invoice. This agreement does not include municipal or billing portal fees. If applicable, these fees will be billed separately.

By signing below, Customer accepts all terms and conditions outlined on the following pages.

Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager

Date: _____

Customer's Acceptance

Signature:  _____

Title: Property Manager

Date: 10/7/2024

Printed: Lawanda Anderson

Inspection Services - Fire Extinguishers

Insp. per Year: 1 Level: Inspect / Test & Inspect

Price per Insp.: \$30.00 Month Insp. is Due: October

Covered Equipment Counts

 1 ABC Extinguishers

Included Services:

- Visually inspect extinguisher
- Check the test and maintenance dates
- Weigh extinguisher (CO2 & halogenated agents)
- Visually inspect pressure gauge
- Install new tamper seal (some units may require additional steps)
- Inspect discharge hose and check for continuity (for CO2 units)
- Inspect valve assembly
- Clean & rehang extinguisher
- Attach a new certification tag
- Fill out fire and safety report

Inspections are to be completed during regular business hours.

 X If checked, see "Addendum" for additional information or clarifications.

Customer's Initials: JA

Addendum

Fire Extinguishers

Any deficiencies found at time of inspection can be corrected and billed to make systems compliant with approval.

Customer's Initials: _____

JA

Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions

Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement, following the initial term, shall automatically renew for (1) year unless Customer provides notice of termination at least sixty (60) days before the expiration of the initial term or any renewal. If Customer terminates the Agreement without the required notice, Customer agrees to pay fifty (50) percent of the most recent annual fee as liquidated damages. Koorsen may terminate this Agreement at any time upon thirty (30) days written notice.

Customer agrees that at the time of any renewal of this Agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the Agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. No returned merchandise accepted for credit unless authorized. All claims must be made within 5 days of invoice.

THE ATTACHED CONDITIONS ARE INCORPORATED IN THIS AGREEMENT. PLEASE READ CAREFULLY. KOORSEN IS NOT AN INSURER. OUR MAXIMUM LIABILITY IS LIMITED TO THE GREATER OF 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00. USER ACKNOWLEDGES RECEIPT OF COPY AND THAT HE HAS READ AND UNDERSTANDS THE CONDITIONS OF THE AGREEMENT.

It is understood that Koorsen Fire & Security, Inc. (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product Service is designed to detect or avert, and to identify KFS as an additional insured on such insurance policy.

The amounts payable to KFS hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located in customer's premises. KFS makes no guaranty or warranty which extends beyond the description on the face hereof, including any implied warranty of merchantability or fitness, that the Product or Services supplied will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences or consequences therefrom which the Product or Service is designed to detect or avert. That if KFS should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge, or \$500, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligation imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, in the event any person not a party to this agreement shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorney's fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents, or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

General

This agreement is the only agreement between Koorsen Fire & Security and the undersigned customer and supersedes all previous agreements with respect to its subject matter. This agreement may not be modified except in writing and signed by both parties.

Service Availability, Accessibility, and Covered Equipment

Routine inspections if required will be performed between 8:00 a.m. and 5:00 p.m. Monday through Friday. In the event the customer requests service at other times or Saturdays, Sundays or holidays, the customer agrees to pay additional charges, unless covered by agreement.

If access to locked or restricted areas is required to provide the services covered by this Agreement, Customer agrees to provide KFS a key or escort. Customer acknowledges that failure to provide these may cause KFS additional time and expense to perform the services. KFS reserves the right to add additional fees to the agreement in this case.

If this agreement includes Managed Access Control Services, the Customer must provide a connection to the Internet for the system.

If Koorsen is required to provide a lift to perform this agreement, there will be an additional charge, unless covered by this agreement.

This agreement is based upon the device counts listed. KFS reserves the right to add additional fees if the actual device counts are in excess of the contracted amount.

Exclusions

Koorsen Fire & Security will not be responsible for repair or damage caused by: (a) Unauthorized modifications or attachments, (b) Misuse or external causes such as accident or disaster, which shall include, but not be limited to fire, water, wind and lightning, neglect, interruptions in the building's main electrical service or alterations of equipment. You understand that a servicing agency may reserve the right to decline service if equipment is improperly installed by others, has been tampered with by unqualified personnel, is inadequate for purpose intended, or if contrary to fire prevention regulations.

Unless specifically stated as covered/included in this agreement, the labor and agent required to re-charge a system or device is not included.

For repair of any sprinkler system, it is customer's responsibility to show KFS all drain valves, including those hidden above the ceiling or in a wall. KFS will not be responsible for water damage caused from any undisclosed drain valve, whether or not it was known to customer. Customer is responsible for draining all low points following a Koorsen's inspection for all dry sprinkler systems.

Agreement Termination Penalty

Customer acknowledges that the contract option provides a discounted rate and that early termination of the agreement will result in financial damage to KFS. In the event of early termination by Customer, Customer shall be liable to KFS for a termination penalty of one year's annual fee. Early termination shall mean any act of Customer which effectively ends the agreement. Customer shall be liable to KFS for any and all costs and expenses, including actual attorney fees, associated with the collection of the termination penalty if necessary.

Performance Guidance

If KFS does not perform services to the satisfaction of the Customer, the Customer may elect to terminate the agreement at any time. To terminate the agreement, the Customer must give KFS 30 days written notice and an opportunity to correct any deficiencies. If after 30 days, the Customer and KFS agree that the problems cannot be resolved, the agreement is terminated without penalty to either party.

Purchase Price and Payment

Customer agrees to pay KFS the purchase price for the Equipment and/or Services set forth on the proposal or as otherwise set forth on the KFS's invoice. Upon credit approval, all charges shall be paid "NET 30 DAYS" from the date of invoice. A convenience fee of 3%, of the invoice amount, will be charged for payments by credit card. Payments by check, cash, ACH, Wire Transfer or echeck are not subject to the convenience fee.

Customer's Acceptance**Property Manager**

Signature: _____

Title: _____

Date: 10/7/2024



Worksite (Acct: 1000233267):

1000223436 Weatherwood Estates

2880 S Moreland Blvd

Cleveland, OH 44120-2356

Lawanda Anderson

lawanda@avenrm.com

(216) 386-5723

Provided By:

Koorsen Fire & Security

6930 W Snowville Rd

Brecksville, OH 44141-3216

Dean Arezone

dean.arezzone@koorsen.com

(216) 307-1879

We are pleased to quote you the following, subject to the terms and conditions.

Scope of Work:

Prices provided herein are in effect for 30 days from the date of this proposal.

Tech to brig out, possibly install.

Quantity	Description	Unit Price	Line Total
7.00	Extinguisher 10# Abc Wb Tall A-V (96) 4A:80B:C	\$188.00	\$1,316.00
		Sub-Total	\$1,316.00
		Sales Tax	\$105.28
		Total	\$1,421.28

Koorsen Fire & Security

Signature: _____

Title: Territory Account Manager _____

Date: _____

Customer's Acceptance

Signature: _____



Title: Property Manager _____

Date: 10/7/2024 _____

Printed: Lawanda Anderson _____

PO # (if required): _____

Terms & Conditions for Product Sale

It is understood that Koorsen Fire & Security (KFS) is not an insurer, that it shall specifically be the obligation of customer to purchase any insurance which customer desires to protect itself from loss, damage or injury due directly or indirectly to occurrences or consequences therefrom, which the Product or Service is designed to detect or avert.

The amounts payable to KFS hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of the customer's property or property of others located on customer's premises. KFS makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the Product or Services supplied, will avert or prevent occurrences or the consequences therefrom which the Product or Services is designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of KFS to perform any of its obligations hereunder. The customer does not desire this contract to provide for full liability of KFS and agrees that KFS shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom which the product or service is designed to detect or avert. That if KFS should be found liable for loss damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$250, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, of KFS, its agents or employees. No suit or action shall be brought against KFS more than one (1) year after the accrual of the cause of action therefore, if the customer desires KFS to assume a greater liability, KFS shall amend this agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the customer for the assumption by KFS of such greater liability provided. However, that such rider and additional obligation shall in no way be interpreted to hold KFS as an insurer. In the event any person not a party to this agreement, shall make any claim or file any lawsuit against KFS for failure of its equipment or service in any respect, customer agrees to indemnify and hold KFS harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

So far as it is permitted by customer's property insurance coverage, customer hereby releases, discharges and agrees to hold KFS harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance in or on the customer's premises whether said claims are made by customer, his agents or insurance company or other parties claiming under or through customer. Customer agrees to indemnify KFS against and defend and hold KFS harmless from any action for subrogation which may be brought against KFS by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

It is further agreed that the limitations on liability and the obligations of the customer, expressed herein, shall inure to the benefit of and apply to all parent, subsidiary and affiliated KFS companies as well as to any company which KFS may contract with to provide any of the services set forth herein. If this agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization may invoke the provisions hereof against any claims by the customer due to any failure of such department or organization.

A convenience fee of 3% of the invoice amount will be charged for payments made by credit card. Payments made by check, cash, ACH, wire transfer or e-check are not subject to this convenience fee.

HATZ FOUR LLC2805 LUDLOW RD HMTR
CLEVELAND OH 44120-2318**Account Number** **Date Prepared** **Next Meter Reading**
6 1800 2233 9333 **September 24, 2024** **10/18 - 10/23/2024**

Cycle 13

For questions about Enbridge Gas Ohio charges call 1-800-362-7557

**Summary of Payment Due**

Balance From Last Bill	18,499.79
Disconnect Amount Due Immediately	17,884.85
Disconnect Amount Due by Oct 11, 2024	614.94
Current Gas Amount	553.65
Total Payment Due	\$19,053.44

**** THIS IS A SHUT-OFF NOTICE ****

You are not currently on a payment plan.

YOUR ACCOUNT IS PAST DUE.**Your gas service could be shut off anytime for not paying \$17,884.85 disconnection amount as noticed on your last bill.****You owe an additional past due amount of \$614.94 and your gas service can be shut off if this additional amount is not paid on or before October 11, 2024.**

Partial payment will not protect you from shutoff unless you are eligible for and enrolled in one of the payment programs listed on the Terms page.

If Enbridge Gas Ohio shuts off your gas service for nonpayment, you must pay your past-due amount(s) or plan arrears. You will be billed a reconnection fee of \$33.00. Also, you will be billed for a security deposit of \$2,254.00 in three equal monthly installments or you need to have a creditworthy guarantor.**Payment Methods:** Pay your over-due balance through Paymentus day or night with an electronic check, ATM/debit card with Pulse, Star, NYCE or Accell logo or a Visa, Mastercard, or Discover credit card. Contact Paymentus by phone at 833-261-1469 or online through enbridgegas.com/ohio. Paymentus charges a convenience fee of \$1.65 for each transaction. You may also pay in person at an authorized payment center. For the payment location nearest you, visit enbridgegas.com/ohio or call Enbridge Gas Ohio at the number in the top right corner of this bill. Authorized payment agents charge a service fee of \$1.50 for each transaction.**Energy Assistance:** If you meet income requirements, you might qualify for financial aid or weatherization services. To learn more, call the Ohio Department of Development at 1-800-282-0880 or contact us.**Medical Certificate:** A medical certification delays a shutoff when it would be especially dangerous to the health of a permanent member of your household. It allows you time to get financial help or make payment arrangements. It does not reduce the amount you owe. It will be denied if you fail to pay the amount of a returned check, plus any fees. You can request a medical certification form by calling 1-800-950-7989. A licensed medical professional must sign the form. A medical professional can apply by phone, provided that Enbridge Gas Ohio receives the written notification within seven days. If gas service is off, return the signed form within 21 days of the shut-off date to restore service. Be sure to give your health care provider permission to release your medical information to us.

Failure to pay all charges for non-regulated Enbridge Gas Ohio Products & Services may result in termination of your contract.

If you have made your payment, please accept our thanks and disregard this notice.

If you have a complaint in regard to this disconnection notice that cannot be resolved after you have called Enbridge Gas Ohio, or for general utility company information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at, 1-800-686-7826 (toll-free) from 8 a.m.-5 p.m. weekdays, or at puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll-free) from 8 a.m.-5 p.m. weekdays, or at pickocc.org. The PUCO address is, 180 E. Broad St., Columbus, OH 43215

Please detach and return this coupon with a check made payable to Enbridge Gas Ohio.

Total Payment Due	\$19,053.44	Account No.	6 1800 2233 9333
\$17,884.85	\$1,168.59		
	Account Balance Due	Amount Enclosed	
	Oct 11, 2024		

Infrastructure Development Rider (IDR)

Bills rendered on or after Sep. 4, 2024 reflect a credit of \$0.01 per month until Dec. 2, 2024, for infrastructure development costs associated with the Public Utilities Commission of Ohio (PUCO) approved economic development projects. With the rider decrease, the Basic Service Charge changed to \$226.24. The PUCO approved the change in Case No. 24-0519-GA-IDR.

13 ebill

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HATZ FOUR LLC
2805 LUDLOW RD
CLEVELAND OH 44120-2376ENBRIDGE GAS OHIO
PO BOX 26785
RICHMOND VA 23261-6785

0161800223393339000000025082000019053443

Cumulative Exhibit 3

2805 LUDLOW RD HMTR
CLEVELAND OH 44120-2318

Account Number	Date Prepared	Next Meter Reading
6 1800 2233 9333	September 24, 2024	10/18 - 10/23/2024

Cycle 13

For questions about **Enbridge Gas Ohio** charges call **1-800-362-7557**

Summary of Payment Due

Balance From Last Bill	18,499.79
Disconnect Amount Due Immediately	17,884.85
Disconnect Amount Due by Oct 11, 2024	614.94
Current Gas Amount	553.65
Total Payment Due	\$19,053.44

(See Next Page for Usage Comparison and Meter Readings)

THIS IS A SHUT OFF NOTICE

Your gas service could be shut-off at anytime for not paying the \$17,884.85 disconnection amount as noticed on your last bill

You owe an additional past-due amount of \$614.94 and your gas service can be shut off if this additional amount is not paid on or before Oct 11, 2024.

Finally, you owe \$553.65 in current charges since your last bill, which is due by Oct 11, 2024. If unpaid in full by the due date, it will be added to your past-due amount along with a late payment fee of 1.5%. You will be billed a reconnection fee. If you are on the Energy Choice program and your service is shut off, you will no longer be served by your current supplier at your current rate.

HATZ FOUR LLC

2805 LUDLOW RD HMTR
CLEVELAND OH 44120-2318

Account Number Date Prepared Next Meter Reading
6 1800 2233 9333 September 24, 2024 10/18 - 10/23/2024

Cycle 13

For questions about Enbridge Gas Ohio charges call 1-800-362-7557



Credits and Charges Since Your Last Bill

Balance from Last Bill	\$23,965.64
Payment on Aug 28, 2024 - Thank You	2,505.31 CR
Payment on Sep 20, 2024 - Thank You	5,465.85 CR
Subtotal	15,994.48
Returned Check	2,505.31
Returned Payment Fee	12.00
Late Payment Charge	277.50
Gross Receipts Tax (4.6044%)	13.33
Balance	\$18,802.62

Current Charges

Enbridge Gas Ohio Distribution Charges

Service Charge	\$226.24
Gas Transportation Charges	
2.4 MCF @ \$2.0416	4.90
Tax Savings Credit	4.25 CR
Gross Receipts Tax (4.6044%)	10.45
Total Enbridge Gas Ohio Charges	\$237.34

For questions about Enbridge Gas Ohio charges, call us at 1-800-362-7557.

GAS SOUTH, LLC Charges

Gas Cost 2.4 MCF @ \$5.20	\$12.48
Sales Tax	1.00
Total GAS SOUTH, LLC Charges	\$13.48

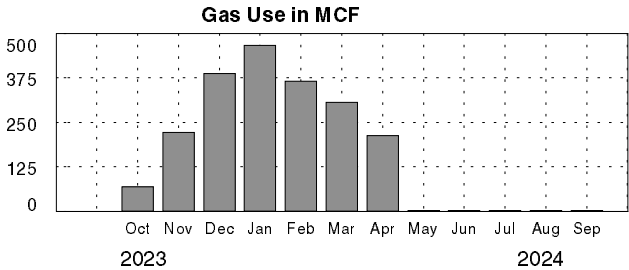
For questions about gas supply costs, contact GAS SOUTH, LLC (acct# 384073) at 855-328-4725 or 788 Circle 75 Parkway Se Atlanta, GA 30339 Suite 800 or infiniteenergy.com.

Total Current Charges	\$250.82
Total Account Balance	\$19,053.44

Rate Schedule: Large Volume Energy Choice Transportation Service

Monthly Usage Comparison

Average Daily Temperature	2023	2024
For This Billing Period	67°F	70°F



Avg Monthly Use: 170.6 MCF.
Total Annual Use: 2,047.0 MCF.

Billing Period and Meter Readings

Date	Read Type	Reading	Difference
Meter Number	12098906		
Sep 23, 2024	Actual	5937.9	
Aug 22, 2024	Actual	5935.5	2.4
MCF Used in 32 Days			2.4

Payment Programs for Eligible Customers

Budget Payment Plan - A fixed monthly plan calculated on current rates and actual usage that is reviewed periodically and adjusted, with an annual true up in May.

Budget Plus - Pay a budget amount, plus one of seven to twelve equal payments of the past-due amount.

Current Plus - Pay current charges, plus one of two to twelve equal payments of the past-due amount.

One-Third Winter Heating Plan - Pay one-third of the account balance if current charges include gas used between November 1 and April 15.

One-Ninth Plan - Pay a budget amount, plus one of nine equal payments of the past-due amount.

PIPP Plus - This program allows income-eligible residential customers to pay 5% of their monthly gross household income or \$10, whichever is greater. Call the Ohio Department of Development at 1-800-282-0880 for an application or for the location of the nearest Community Action Agency.

Graduate PIPP Plus - A special plan for customers no longer enrolled in PIPP Plus. Monthly amount is the average of the most recent PIPP Plus amount and budget billing amount.

Explanation of Billing Terms

Basic Service Charges - The applicable Basic Service Charges for each rate schedule include a Service Charge for each billing period or any portion thereof to cover the fixed costs for delivering gas, plus associated riders.

Cancel Billing - A credit issued to the account when a correction is needed on past charges.

CR - Credit

Estimated Gas Bill - When we cannot obtain a meter reading, your bill is based on previous gas usage, gas rates and the weather. An estimated bill will be verified when your meter is read or you may enter your own meter reading online at enbridgegas.com/ohio.

Gas Cost - The price charged to cover the cost of natural gas.

Gas Usage Charge - Covers expenses, including SSO gas cost and transportation charges, involved in providing gas services to customers who purchase gas from Enbridge Gas Ohio.

Gross Receipts Tax - Ohio tax levied on public utilities.

Investigation Fee - Fee to be levied in those circumstances where Enbridge Gas Ohio has reasonable proof of the customer's fraudulent or damaging practice related to gas service.

Late Payment Charge - A 1.5% late payment charge (LPC) may be imposed on all past-due balances if the required payment is not paid in full by the time the next bill is generated. For Payment Plan and Budget customers, the LPC applies only to the past-due plan amount.

MCF - An abbreviation for the standard measure of gas meaning 1,000 Cubic Feet.

Meter Test Fee - Fee charged for a meter test performed at the customer's request.

Miscellaneous Charge(s) - An additional debit or credit applied to the account. An explanation of the reason for the charge or credit will be provided.

Monthly Retail Rate (MRR) - Default natural gas price for nonresidential customers with annual consumption over 200 Mcf. Such customers will be randomly assigned or reassigned by Enbridge Gas Ohio to a participating supplier at the MRR rate if the customer does not choose to receive commodity service through the SCO (subject to customer eligibility), an Energy Choice Supplier, or a governmental aggregation program where available. The MRR rate is recalculated monthly and reflects the lower of the assigned supplier's lowest monthly variable rate offer and the median price offered by participating suppliers.

Reconnection Fee - Fee charged to restore gas service that was terminated by Enbridge Gas Ohio or at a customer's request.

Reset Read - Adjusted meter reading that establishes the point from which you are responsible for gas use.

Returned Payment Fee - Fee for each returned item tendered or authorized as payment on the customer's account and returned for any reason.

Security Deposit Installment - One-third of the total security deposit required. Security deposits are billed to customers in three equal monthly installments. A 3% rate of interest is paid if the full deposit is held for 180 days or longer. Deposits are refunded with interest to residential and small commercial accounts if required payments are made for 12 consecutive months and were not late more than two months during that time, you are not delinquent, or an account is closed for 10 days or longer. Deposits for large commercial and industrial accounts are reviewed every 24 months.

Service Charge - This charge includes fixed costs for delivering gas.

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Standard Service Offer (SSO) - Cost of acquiring natural gas for sale to customers who purchase gas from Enbridge Gas Ohio.

Tax Savings Credit - This credit is being provided to pass on 100% of the tax savings Enbridge Gas Ohio gained through federal tax reform effective January 1, 2018.

Transportation Charges / Usage-Based Charges - Cover costs associated with delivering gas to the meter, including all applicable riders and taxes. All customers are required to pay these charges regardless if they choose an alternate supplier through the Energy Choice or other transport programs. These charges do not include the cost of the gas.



Paying Your Bill

All bills may be paid from your bank account for free by registering in "Manage Your Account" as described below, or it may be paid at any authorized payment center. A convenience fee may be charged by the authorized payment center, which must be paid in cash. Be sure to bring the entire bill when paying in person. For the location of a payment center near you, please visit enbridgegas.com/ohio or call 1-800-362-7557. Also, pay online anytime at enbridgegas.com/ohio via debit/credit card or electronic check or call Paymentus Corporation, toll free at 833-261-1469. **Service fee applies.** For your own protection, do not send cash through the mail. Allow six days for payments to be applied to your account. Please record your account number on your check or money order and mail to Enbridge Gas Ohio, PO Box 26785, Richmond, VA 23261-6785. Do not include correspondence with your payment.

AUTOPAY - Sign up for AutoPay and have your bill automatically deducted from your checking or savings account. Enroll online at enbridgegas.com/ohio, "Manage Your Account."

ELECTRONIC CHECK CONVERSION - Paying by check authorizes us to use the information from your check to make a one-time electronic fund transfer from your account. The funds may be withdrawn as early as the date we receive your payment, and you will not receive your check back from your financial institution.

MANAGE YOUR ACCOUNT - Register for free at enbridgegas.com/ohio. Make payments, get eBills, update your contact information, start, stop or transfer service, and view billing and usage history 365 days a year!

Billing, Service Inquiries or Concerns

If you have a billing or service problem, please call Enbridge Gas Ohio first at 1-800-362-7557 between 7 a.m. and 7 p.m. weekdays. If your complaint is not resolved after you have called Enbridge Gas Ohio or your Energy Choice supplier or governmental aggregator at the number listed on the front of your bill, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll-free) from 8 a.m. to 5 p.m. weekdays or puco.ohio.gov. Hearing or speech impaired customers may contact PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll-free) from 8 a.m. to 5 p.m. weekdays or at pickocc.org. The PUCO address is 180 E. Broad St. Columbus, Ohio 43215.

EMERGENCY SERVICE - We consider it an emergency when you smell a gas odor or when none of your gas appliances are working. Call toll free 1-877-542-2630. Our 24-hour emergency personnel will take your call.

CALL BEFORE YOU DIG - Call Ohio811 by dialing 811 at least two working days before digging.

FOR HELP WITH YOUR BILL - There are several programs available that could help you with your winter heating bills. For more information, call us at 1-800-362-7557.

Medical Certification - Delays a shutoff when it would be especially dangerous to the health of a permanent member of your household. It allows you time to get financial help. It does not reduce the amount you owe. You can request a medical certification form by calling 1-800-362-7557. A licensed medical professional must sign the form. If gas service is off, return the signed form within 21 days of the shut-off date to restore service.

Energy Choice - When shopping for a natural gas supplier, it may be useful to compare supplier offers with the standard choice offer (SCO) rate available to eligible customers, which varies monthly based on the market price of natural gas. Price represents one feature of any offer; there may be other features which you consider of value. More information about the SCO and other suppliers' offers is available at energychoice.ohio.gov or by contacting the PUCO.

Removing Yourself from Customer Listing - We are required to include your name, address and usage information on a list of eligible customers that is made available to other retail natural gas suppliers or governmental aggregators. If you do not wish to be included on this list, please let us know: Call us at 1-800-362-7557, say "Energy Choice" and follow the prompts, write us at P.O. Box 5759, Cleveland, OH 44101-0759, sign in or register your account at enbridgegas.com/ohio and select "Opt-in/Opt-out of Supplier Lists" from Edit Account Settings, or choose the "Email Us" option on the Contact Us page. However, this does not prevent a supplier from getting your information from another source or using information from a previous list.

HOW TO REACH US -

By Internet - Visit us online at enbridgegas.com/ohio to 'Manage Your Account' 365 days a year!

By Phone - Call us at 1-800-362-7557. Our office hours are 7 a.m. to 7 p.m. Monday through Friday. The best days to call are Tuesdays through Fridays. Mondays and days after a holiday are typically the busiest.

For Hearing/Speech-Impaired Customers - Customers with a Telecommunications Device for the Deaf can dial 711.

By Mail - Write to Enbridge Gas Ohio, PO Box 5759, Cleveland, OH 44101. Please do not include payment with your correspondence.

NOTE - For mailing address changes, visit Manage Your Account at enbridgegas.com/ohio.

HATZ FOUR LLC2805 LUDLOW RD HMTR
CLEVELAND OH 44120-2318**Account Number** **Date Prepared** **Next Meter Reading**
6 1800 1051 9954 **September 24, 2024** **10/18 - 10/23/2024**

Cycle 13

For questions about **Enbridge Gas Ohio** charges call **1-800-362-7557****Summary of Payment Due**

Past Due Gas Amount	412.23
Current Gas Amount	50.70
Total Payment Due by October 11, 2024	\$462.93

**** THIS IS A SHUT-OFF NOTICE ****
FOR NOT PAYING AND FOR NOT
LETTING US GET TO OUR METER

SHUT-OFF NOTICE FOR NOT PAYING

You are not currently on a payment plan.

YOUR ACCOUNT IS PAST DUE. Unless Enbridge Gas Ohio receives your past due payment of \$412.23 in full by October 11, 2024, Enbridge Gas Ohio can shut off your gas service. Partial payment will not protect you from shutoff unless you are eligible for and enrolled in one of the payment programs listed on the Terms page.

If Enbridge Gas Ohio shuts off your gas service for nonpayment, you must pay your past-due amount(s) or plan arrears. You will be billed a reconnection fee of \$33.00. Also, you will be billed for a security deposit of \$58.00 in three equal monthly installments or you need to have a creditworthy guarantor.

Payment Methods: Pay your over-due balance through Paymentus day or night with an electronic check, ATM/debit card with Pulse, Star, NYCE or Accell logo or a Visa, Mastercard, or Discover credit card. Contact Paymentus by phone at 833-261-1469 or online through enbridgegas.com/ohio. Paymentus charges a convenience fee of \$1.65 for each transaction. You may also pay in person at an authorized payment center. For the payment location nearest you, visit enbridgegas.com/ohio or call Enbridge Gas Ohio at the number in the top right corner of this bill. Authorized payment agents charge a service fee of \$1.50 for each transaction.

Energy Assistance: If you meet income requirements, you might qualify for financial aid or weatherization services. To learn more, call the Ohio Development of Development at 1-800-282-0880.

Medical Certificate: A medical certification delays a shutoff when it would be especially dangerous to the health of a permanent member of your household. It allows you time to get financial help or make payment arrangements. It does not reduce the amount you owe. It will be denied if you fail to pay the amount of a returned check, plus any fees. You can request a medical certification form by calling 1-800-950-7989. A licensed medical professional must sign the form. A medical professional can apply by phone, provided that Enbridge Gas Ohio receives the written notification within seven days. If gas service is off, return the signed form within 21 days of the shut-off date to restore service. Be sure to give your health care provider permission to release your medical information to us.

Failure to pay all charges for non-regulated Enbridge Gas Ohio Products & Services may result in termination of your contract.

If you have made your payment, please accept our thanks and disregard this notice.

Please detach and return this coupon with a check made payable to Enbridge Gas Ohio.

PLEASE PAY BY **Oct 11, 2024** **Account No.** **6 1800 1051 9954****\$462.93****Amount Enclosed****Infrastructure Development Rider (IDR)**

Bills rendered on or after Sep. 4, 2024 reflect a credit of \$0.01 per month until Dec. 2, 2024, for infrastructure development costs associated with the Public Utilities Commission of Ohio (PUCO) approved economic development projects. With the rider decrease, the Basic Service Charge changed to \$44.91. The PUCO approved the change in Case No. 24-0519-GA-IDR.

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HATZ FOUR LLC
 C/O TOWN PROPERTIES
 12700 SHAKER BLVD
 CLEVELAND OH 44120-2057



ENBRIDGE GAS OHIO
 PO BOX 26785
 RICHMOND VA 23261-6785

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HATZ FOUR LLC

2805 LUDLOW RD HMTR
CLEVELAND OH 44120-2318

Account Number	Date Prepared	Next Meter Reading
6 1800 1051 9954	September 24, 2024	10/18 - 10/23/2024

Cycle 13

For questions about **Enbridge Gas Ohio** charges call **1-800-362-7557**

SHUT-OFF NOTICE FOR NOT LETTING US GET TO OUR METER

This is your final notice. Following repeated notices and attempts to access our gas metering equipment, your gas service can be shut off at any time, **regardless of your account balance**. Please disregard if access to our gas metering equipment has been granted.

To avoid this, please contact us immediately to schedule an appointment. If we shut off gas service, you will be charged a fee of **\$33.00**, which will appear on your bill after we restore service. If you have scheduled an appointment, please accept our thanks and disregard this notice.

If you have a complaint in regard to this disconnection notice that cannot be resolved after you have called Enbridge Gas Ohio, or for general utility company information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at, 1-800-686-7826 (toll-free) from 8 a.m.–5 p.m. weekdays, or at puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll-free) from 8 a.m.–5 p.m. weekdays, or at pickocc.org. The PUCO address is, 180 E. Broad St., Columbus, OH 43215

HATZ FOUR LLC
C/O TOWN PROPERTIES
12700 SHAKER BLVD
CLEVELAND OH 44120-2057

HATZ FOUR LLC

2805 LUDLOW RD HMTR
CLEVELAND OH 44120-2318

Account Number Date Prepared Next Meter Reading
6 1800 1051 9954 September 24, 2024 10/18 - 10/23/2024

Cycle 13

For questions about Enbridge Gas Ohio charges call 1-800-362-7557



Credits and Charges Since Your Last Bill

Balance from Last Bill	\$823.85
Payment on Sep 17, 2024 - Thank You	411.62 CR
Subtotal	412.23
Late Payment Charge	6.18
Gross Receipts Tax (4.6044%)	0.28
Balance	\$418.69

Current Charges

Enbridge Gas Ohio Distribution Charges

Basic Service Charge	\$44.91
Tax Savings Credit	2.62 CR
Gross Receipts Tax (4.6044%)	1.95
Total Enbridge Gas Ohio Charges	\$44.24

For questions about Enbridge Gas Ohio charges, call us at 1-800-362-7557.

Total I G S ENERGY Charges 0.00

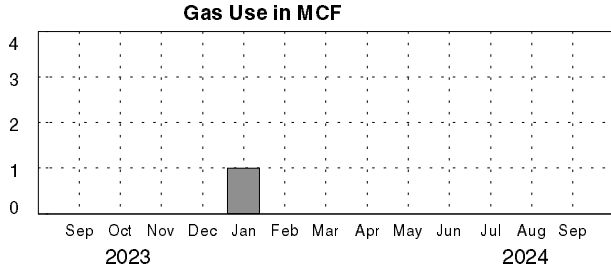
For questions about gas supply costs, contact I G S ENERGY at 1-800-280-4474 or P. O. Box 9060 Dublin, OH 43017 or igsenenergy.com.

Total Current Charges	\$44.24
Total Account Balance	\$462.93

Rate Schedule: Energy Choice Transportation Service - Residential

Monthly Usage Comparison

Average Daily Temperature	2023	2024
For This Billing Period	67°F	70°F



Avg Monthly Use: 0.0 MCF.
Total Annual Use: 0.1 MCF.

Billing Period and Meter Readings

Date	Read Type	Reading	Difference
Meter Number	19958950		
Sep 23, 2024	Actual	120.3	
Aug 22, 2024	Actual	120.3	
MCF Used in 32 Days			0.0

PLEASE PAY Account Balance of \$462.93 by Oct 11, 2024 to Avoid Late Payment Charge of 1.5% per month.

THIS IS A SHUT-OFF NOTICE.

Unless we receive your past-due amount of \$412.23 by Oct 11, 2024, your gas may be shut off. If you have questions about this pending shutoff or need a medical form as outlined below, please call the number listed at the top this bill. If your gas service is shut off, you must pay all past-due amounts. You will be billed a reconnection fee. Also, you will be billed a security deposit in three equal monthly installments or you will need to have a creditworthy guarantor. If you are on the Energy Choice program and your service is shut off, you will no longer be served by your current supplier at the current rate.

NOTE: A medical certification delays a shut off for residential customers when it would be especially dangerous to the health of a permanent member of your household. It allows you time to get financial help. It does not reduce the amount you owe. A licensed medical professional must sign the form.

Payment Programs for Eligible Customers

Budget Payment Plan - A fixed monthly plan calculated on current rates and actual usage that is reviewed periodically and adjusted, with an annual true up in May.

Budget Plus - Pay a budget amount, plus one of seven to twelve equal payments of the past-due amount.

Current Plus - Pay current charges, plus one of two to twelve equal payments of the past-due amount.

One-Third Winter Heating Plan - Pay one-third of the account balance if current charges include gas used between November 1 and April 15.

One-Ninth Plan - Pay a budget amount, plus one of nine equal payments of the past-due amount.

PIPP Plus - This program allows income-eligible residential customers to pay 5% of their monthly gross household income or \$10, whichever is greater. Call the Ohio Department of Development at 1-800-282-0880 for an application or for the location of the nearest Community Action Agency.

Graduate PIPP Plus - A special plan for customers no longer enrolled in PIPP Plus. Monthly amount is the average of the most recent PIPP Plus amount and budget billing amount.

Explanation of Billing Terms

Basic Service Charges - The applicable Basic Service Charges for each rate schedule include a Service Charge for each billing period or any portion thereof to cover the fixed costs for delivering gas, plus associated riders.

Cancel Billing - A credit issued to the account when a correction is needed on past charges.

CR - Credit

Estimated Gas Bill - When we cannot obtain a meter reading, your bill is based on previous gas usage, gas rates and the weather. An estimated bill will be verified when your meter is read or you may enter your own meter reading online at enbridgegas.com/ohio.

Gas Cost - The price charged to cover the cost of natural gas.

Gas Usage Charge - Covers expenses, including SSO gas cost and transportation charges, involved in providing gas services to customers who purchase gas from Enbridge Gas Ohio.

Gross Receipts Tax - Ohio tax levied on public utilities.

Investigation Fee - Fee to be levied in those circumstances where Enbridge Gas Ohio has reasonable proof of the customer's fraudulent or damaging practice related to gas service.

Late Payment Charge - A 1.5% late payment charge (LPC) may be imposed on all past-due balances if the required payment is not paid in full by the time the next bill is generated. For Payment Plan and Budget customers, the LPC applies only to the past-due plan amount.

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By Mail - Write to Enbridge Gas Ohio, PO Box 5759, Cleveland, OH 44101. Please do not include payment with your correspondence.

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Payment Receipt

Your payment has been accepted.
Thank you for your payment. If you have a pending disconnect or your service is already disconnected, please call Enbridge Gas Ohio at 1-800-362-7557. Otherwise no further action is required.

Confirmation #	3900189520
Payment Channel	Registered OH
Account #	6180022339333
Status	Accepted
Payment Date	Oct 9, 2024 – 4:52:07 PM
Payment Method	Checking Account *****8599 (new cleveland acct)
Payment Amount	\$17,200.00

Payment Receipt

Your payment has been accepted.

Thank you for your payment. If you have a pending disconnect or your service is already disconnected, please call Enbridge Gas Ohio at 1-800-362-7557. Otherwise no further action is required.

Confirmation #	3902485138
Payment Channel	Registered OH
Account #	6180022339333
Status	Accepted
Payment Date	Oct 10, 2024 – 12:20:43 PM
Payment Method	Checking Account *****8599 (new cleveland acct)
Payment Amount	\$1,853.44

Payment Receipt










Your payment has been accepted.
Thank you for your payment. If you have a pending disconnect or your service is already disconnected, please call Enbridge Gas Ohio at 1-800-362-7557. Otherwise no further action is required.











Confirmation #	3902426074
Payment Channel	Registered OH
Account #	6180010519954
Status	Accepted
Payment Date	Oct 10, 2024 – 12:29:54 PM
Payment Method	Checking Account *****8599 (new cleveland acct)
Payment Amount	\$462.93


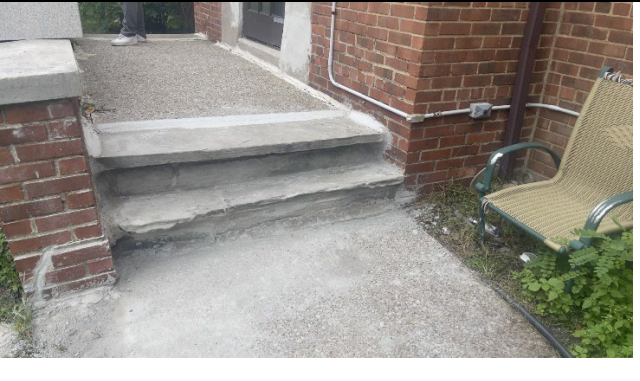
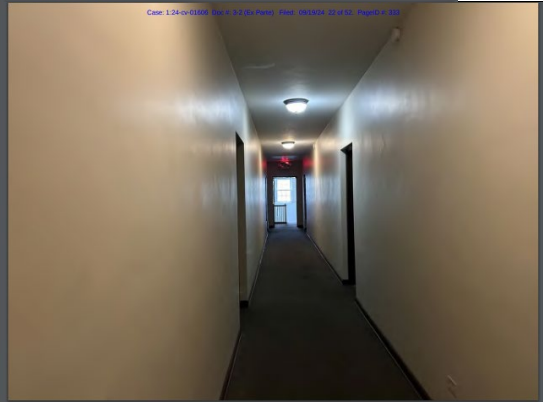

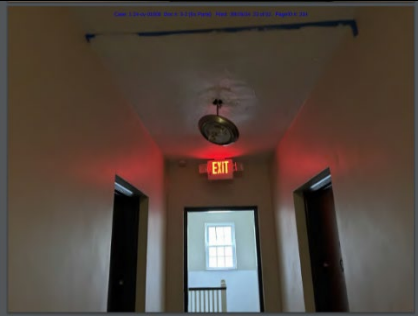

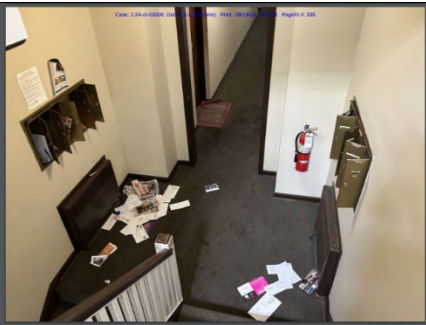

BEFORE PICTURES:	AFTER PICTURES (taken 10/3/24-10/7/24):	Description:
<p>2621 N Moreland Blvd</p> 		<p>This is after-hours dropbox. Rented office located at this address.</p>
		<p>Light fixed at doorway.</p>
		<p>Deadbolt fixed.</p>
		<p>Extinguisher replaced.</p>
		<p>Door added. Wires ziptied.</p>





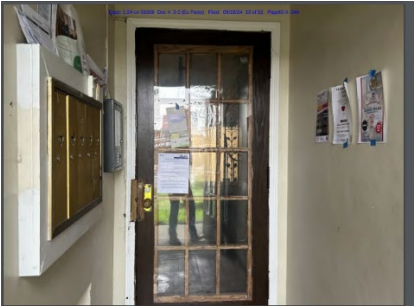





EXHIBIT 4

BEFORE PICTURES:	AFTER PICTURES (taken 10/3/24-10/7/24):	Description:
<p>2621 N Moreland Blvd (cont'd)</p> 		<p>Emergency lights repaired.</p>
		<p>Fire extinguisher now serviced.</p>
		<p>Ceiling repaired.</p>
		<p>Cleared out storage room.</p>
		<p>Door repaired.</p>

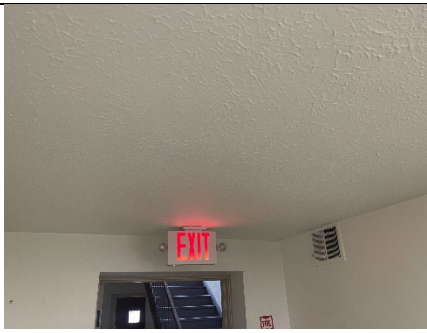
BEFORE PICTURES:	AFTER PICTURES (taken 10/3/24-10/7/24):	Description:
<p>2630 N Moreland Blvd</p> 		<p>Entrance repair.</p>
<p>2822 S Moreland Blvd</p> 		<p>Lighting in garage repaired.</p>
		<p>Garage cleaned out and wiring ziptied.</p>
		<p>Vacant unit.</p>
		<p>Railing repair.</p>

BEFORE PICTURES:	AFTER PICTURES (taken 10/3/24-10/7/24):	Description:
<p>2822 S Moreland Blvd (cont'd)</p> 		<p>Replaced glass in interior door leading to basement.</p>
		<p>Lighting was already functional. Back wall repaired.</p>
		<p>Repaired lighting and cleaned up trash.</p>
<p>2642 N Moreland Blvd</p> 		<p>Ceiling repaired.</p>
<p>2825 S Moreland Blvd</p> 		<p>Glass in door repaired. Mail boxes repaired. Trash removed.</p>

BEFORE PICTURES:	AFTER PICTURES (taken 10/3/24-10/7/24):	Description:
<p>2851 S Hampton Rd</p> 		<p>Exterior entrance repaired.</p>
		<p>Light repaired.</p>
		<p>Close up of light repair.</p>
		<p>Mailboxes repaired. Trash cleaned up.</p>

BEFORE PICTURES:	AFTER PICTURES (taken 10/3/24-10/7/24):	Description:
<p>2815 Ludlow Rd</p> 		<p>Notice removed. Rental office located at 2621 N. Moreland.</p>
		<p>Storage unit door repaired and cleaned out trash.</p>
<p>2805 Ludlow Rd</p> 		<p>Cleaned up hallway.</p>
<p>13300 Drexmore Blvd</p> 		<p>Repaired middle window.</p>
		<p>Repaired exterior lighting.</p>

2880 S Moreland Blvd



Repaired exit
light.

Repair Work Order



THE LARCHMERE

September 26, 2024

Purchaser: Cleveland Oh Residents
Address: 4403 15th Ave
Ste192
Brooklyn, NY 11219-1604

Location: THE LARCHMERE
Address: 2621 N Moreland Blvd
Cleveland, OH 44120-1483

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Two Thousand Seven Hundred Seventy Eight Dollars (\$2,778.00)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	TKE ID	Description	Repair category
only	US1144230	Safety Test	Safety

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1 440 8620275.

We appreciate your consideration.

Regards,

Anthony DiGiacomo
TK Elevator Corporation
9200 Market Pl
Broadview Hts OH 44147
anthony.digiacom@tkelevator.com | +1 440 8620275

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

Elevator #2236

Safety Test

TK Elevator will perform an annual no-load safety test per ANSI A17.1 and provide and install required test tags on the elevator(s) referenced above. These tests impose greater than normal strains on the elevator equipment and related building structure. It is agreed that while conducting these tests, TK Elevator will be held harmless for any injury to person, except employees of TK Elevator or damage to building or equipment, except equipment owned by TK Elevator.

Payment Terms

100% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 0% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$2,778.00
Initial progress payment:	(100%)	\$2,778.00

Repair Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

In the event that this Work Order includes a safety test of any type or kind TK Elevator shall not be responsible for any damage to the equipment that is the subject matter of the test or the associated building structure, any of its contents or its appurtenances and Purchaser fully releases TK Elevator from all such damage.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Cleveland Oh Residents
(Purchaser):

TK Elevator Corporation Management Approval

By:

(Signature of Authorized Individual)

Lawanda Anderson

(Print or Type Name)

Property Manager

(Print or Type Title)

10/1/2024

(Date of Acceptance)

By:

(Signature of Branch Representative)

Kevin Fisher
Branch Manager

(Date of Execution)

Please contact _____ to schedule work at the following phone number _____



REPAIR DOWN PAYMENT REQUEST

Cleveland Oh Residents
4403 15th Ave
Ste192
Brooklyn NY, 11219-1604

Date	Terms	Reference ID	Customer Reference # / PO
September 26, 2024	Immediate	ACIA-299IWJ5	
Total Contract Price:			\$2,778.00
Down Payment:			(100%) \$2,778.00

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 440 8620275. To make a payment by phone, please call 678-424-5638 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/tkelevator/iq/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name: Cleveland Oh Residents
Location Name: THE LARCHMERE
Customer Number: 8022285
Quote Number: 2024-2-1779801

Reference ID: ACIA-299IWJ5

Remittance Amount: \$2,778.00

Remit To:

TK Elevator
PO Box 3796
Carol Stream, IL
60132-3796

For overnight checks,
please send to:

Deluxe
TK Elevator 3796
5450 N. Cumberland Ave.
Chicago, IL 60656

Repair Work Order



THE GALLOWAY

September 26, 2024

Purchaser: Cleveland Oh Residents
Address: 4403 15th Ave
Ste192
Brooklyn, NY 11219-1604

Location: THE GALLOWAY
Address: 2870 S Moreland Blvd
Cleveland, OH 44120-2300

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Six Thousand Eighty Seven Dollars (\$6,087.00)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	TKE ID	Description	Repair category
Only	US1144231	Pit Cleaning	Code Requirement
Only	US1144231	Fire Service Signage	Code Requirement
Only	US1144231	Safety Test	Safety

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1 440 8620275.

We appreciate your consideration.

Regards,

Anthony DiGiacomo
TK Elevator Corporation
9200 Market Pl
Broadview Hts OH 44147
anthony.digiaco@tkelevator.com | +1 440 8620275

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

Elevator #2258

Fire Service Signage

TK Elevator will furnish and install Fire Service Signage at each floor per code requirements for the elevator(s) referenced above.

Safety Test

TK Elevator will perform an annual no-load safety test per ANSI A17.1 and provide and install required test tags on the elevator(s) referenced above. These tests impose greater than normal strains on the elevator equipment and related building structure. It is agreed that while conducting these tests, TK Elevator will be held harmless for any injury to person, except employees of TK Elevator or damage to building or equipment, except equipment owned by TK Elevator.

Pit Cleaning

We will provide labor and material to clean the elevator pit per code requirement.

Payment Terms

100% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 0% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$6,087.00
Initial progress payment:	(100%)	\$6,087.00

Repair Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

In the event that this Work Order includes a safety test of any type or kind TK Elevator shall not be responsible for any damage to the equipment that is the subject matter of the test or the associated building structure, any of its contents or its appurtenances and Purchaser fully releases TK Elevator from all such damage.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order



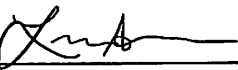
Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Cleveland Oh Residents (Purchaser):	TK Elevator Corporation Management Approval
By: 	By: _____
(Signature of Authorized Individual)	(Signature of Branch Representative)
Lawanda Anderson	Kevin Fisher
(Print or Type Name)	Branch Manager
Property Manager	
(Print or Type Title)	
10/1/2024	
(Date of Acceptance)	(Date of Execution)

Please contact _____ to schedule work at the following phone number _____



REPAIR DOWN PAYMENT REQUEST

Cleveland Oh Residents
4403 15th Ave
Ste192
Brooklyn NY, 11219-1604

Date	Terms	Reference ID	Customer Reference # / PO
September 26, 2024	Immediate	ACIA-299JMZC	
Total Contract Price:			\$6,087.00
Down Payment:			(100%) \$6,087.00

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 440 8620275. To make a payment by phone, please call 678-424-5638 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name: Cleveland Oh Residents

Location Name: THE GALLOWAY

Customer Number: 8022285

Quote Number: 2024-2-1779817

Reference ID: ACIA-299JMZC

Remittance Amount: \$6,087.00

Remit To:

TK Elevator
PO Box 3796
Carol Stream, IL
60132-3796

For overnight checks,
please send to:

Deluxe
TK Elevator 3796
5450 N. Cumberland Ave.
Chicago, IL 60656

Repair Work Order



WEATHERFORD ESTATES

September 26, 2024

Purchaser: Cleveland Oh Residents
Address: 4403 15th Ave
Ste192
Brooklyn, NY 11219-1604

Location: WEATHERFORD ESTATES
Address: 2880s Moreland Blvd
Cleveland, OH 44120-2356

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Six Thousand Eighty Seven Dollars (\$6,087.00)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	TKE ID	Description	Repair category
only	US1144228	Plt Cleaning	Code Requirement
only	US1144228	Fire Service Signage	Code Requirement
only	US1144228	Safety Test	Code Requirement

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1 440 8620275.

We appreciate your consideration.

Regards,

Anthony DiGiacomo
TK Elevator Corporation
9200 Market Pl
Broadview Hts OH 44147
anthony.digiacomo@tkelevator.com | +1 440 8620275

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

Elevator #1507

Fire Service Signage

TK Elevator will furnish and install Fire Service Signage at each floor per code requirements for the elevator(s) referenced above.

Safety Test

TK Elevator will perform an annual no-load safety test per ANSI A17.1 and provide and install required test tags on the elevator(s) referenced above. These tests impose greater than normal strains on the elevator equipment and related building structure. It is agreed that while conducting these tests, TK Elevator will be held harmless for any injury to person, except employees of TK Elevator or damage to building or equipment, except equipment owned by TK Elevator.

Pit Cleaning

We will provide labor and material to clean the elevator pit per code requirement.

Payment Terms

100% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 0% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$6,087.00
Initial progress payment:	(100%)	\$6,087.00

Repair Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

In the event that this Work Order includes a safety test of any type or kind TK Elevator shall not be responsible for any damage to the equipment that is the subject matter of the test or the associated building structure, any of its contents or its appurtenances and Purchaser fully releases TK Elevator from all such damage.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order



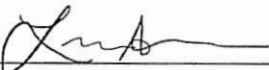
Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

(Purchaser):		TK Elevator Corporation Management Approval	
By: 	By:		
(Signature of Authorized Individual)	(Signature of Branch Representative)		
Lawanda Anderson	Kevin Fisher		
(Print or Type Name)	Branch Manager		
Property Manager			
(Print or Type Title)			
10/1/2024			
(Date of Acceptance)	(Date of Execution)		

Please contact _____ to schedule work at the following phone number _____



REPAIR DOWN PAYMENT REQUEST

Date	Terms	Reference ID	Customer Reference # / PO
September 26, 2024	Immediate	ACIA-299J9ON	
Total Contract Price:			\$6,087.00
Down Payment:			(100%) \$6,087.00

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 440 8620275. To make a payment by phone, please call 678-424-5638 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name: Cleveland Oh Residents
Location Name: WEATHERFORD ESTATES
Customer Number: 8022285
Quote Number: 2024-2-1779808
Reference ID: ACIA-299J9ON
Remittance Amount: \$6,087.00

Remit To:
TK Elevator
PO Box 3796
Carol Stream, IL
60132-3796

For overnight checks,
please send to:

Deluxe
TK Elevator 3796
5450 N. Cumberland Ave.
Chicago, IL 60656